

भारत का राजपत्र **The Gazette of India**

प्राधिकार से प्रकाशित

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सं० 47] नई दिल्ली, शनिवार, नवम्बर 23, 1968/अग्रहायण 2, 1890
 No. 47] NEW DELHI, SATURDAY, NOVEMBER 23, 1968/AGRAHAYANA 2, 1890

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 24 अक्टूबर, 1968 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 24th October, 1968 :—

Issue No.	No. and Date	Issued by	Subject
376	S.O. 3527, dated the 8th October, 1968.	Ministry of Commerce.	Amendment to Notification No. S.O. 4358, dated 5th December 1967.
377	S.O. 3611, dated the 8th October, 1968.	Ministry of Food, Agriculture, Community Development and Co-operation.	Maximum price of vegetable oil products w.e.f. 9th October, 1968.
378	S.O. 3612, dated the 8th October, 1968.	Ministry of Home Affairs.	The President directs the powers and functions under Land Acquisition Act, 1894 and Land Acquisition Rules, 1963, shall be exercised by Administrator of Union Territory of Chandigarh.

इस० अ० 3613,
दिनांक 8 अक्टूबर,
1968।

गृह मंत्रालय

पण्डीगढ़ के राज्य क्षेत्र के प्रशासक द्वारा भूमि अर्जन अधिनियम, 1894 के अधीन की शक्तियों और भूमि अर्जन नियम, 1963 के अधीन, राष्ट्रपति द्वारा निर्देश देना।

Issue No.	No. and Date	Issued by	Subject
379	S.O. 3614, dated the 8th October, 1968.	Ministry of Commerce	Amendment to the Exports (Control) Order, 1968.
380	S.O. 3615, dated the 9th October, 1968.	Ministry of Finance	Amendment to Notification No. S.O. 3684, dated 7th October, 1967.
381	S.O. 3616, dated the 10th October, 1968.	Ministry of Steel, Mines and Metals.	Fixation of the rates of excise duty on Coal and Coke.
382	S.O. 3617, dated the 10th October, 1968.	Election Commission of India.	Corrigendum to Notification No. S.O. 3523, dated 4th October, 1968.
383	S.O. 3618, dated the 10th October, 1968.	Ministry of Finance	Appointment of date on which the Indian Coinage (Amendment) Act, 1968, shall come into force.
384	S.O. 3619, dated the 11th October, 1968.	Ministry of Commerce	Amendment to Notification No. S.O. 2465, dated 4th July, 1968.
385	S.O. 3620, dated the 14th October, 1968.	Ministry of Industrial Development and Company Affairs.	Order to amend the Tractors (Price Control) Order, 1967.
386	S.O. 3621, dated the 14th October, 1968.	Ministry of Information and Broadcasting.	Approval of Films specified therein.
387	S.O. 3622, dated the 15th October, 1968.	Ministry of Food, Agriculture, Community Development and Co-operation.	Delegation of powers to the State Government of Rajasthan in relation to sales, stocks and movements of cattle fodder.
388	S.O. 3716, dated the 15th October, 1968.	Ministry of Commerce	Management of Swadeshi cotton and Flour Mills Limited Indore, shall continue to remain under the Authorised Controller.
389	S.O. 3717, dated the 15th October, 1968.	Ditto	Amendments to the Exports (Control) Order, 1968.
390	S.O. 3718, dated the 15th October, 1968.	Ministry of Commerce.	Order to amend the Imports (Control) Order, 1955.
391	S.O. 3719, dated the 16th October, 1968.	Ditto	Insertion of an entry in the table annexed to the Textile Commissioner's notification No. 7(1)/63-control, dated 5th May 1964.
	S.O. 3720, S.O. 3721 and S.O. 3722, dated the 16th October, 1968.	Ditto	Fixation of maximum ex-factory selling prices of yarn of Hanks and Worsted Woollen Grey Hand Knitting yarn and yarn on cones.
392	S.O. 3723, dated the 17th October, 1968.	Ministry of Information and Broadcasting.	Approval of films specified therein.

Issue No.	No. and Date	Issued by	Subject
393	S.O. 3724, dated the 17th October, 1968.	Ministry of Labour, Employment and Rehabilitation.	Referring of a dispute between the employers and workmen of the S.S. Light Railway for adjudication to the Industrial Tribunal, Delhi.
	S.O. 3725, dated the 17th October, 1968.	Ditto	The Central Government prohibits the continuance of the strike/lock-out in existence in S. S. Light Railway.
394	S.O. 3726, dated the 17th October, 1968.	Ministry of Commerce.	Amendment to the Exports (Control) Order, 1968.
395	S.O. 3727, dated the 17th October, 1968.	Central Board of Direct Taxes.	Corrigendum to S.O. No. 2751, date 22nd August, 1968.
396	S.O. 3728, dated the 19th October, 1968.	Ministry of Labour, Employment and Rehabilitation.	Kandla Dock Workers (Regulation of Employment) Scheme, 1968.
397	S.O. 3791, dated the 19th October, 1968.	Ministry of Home Affairs	Rescinding of the Notification No. 2071, dated 11th June, 1968.
398	S.O. 3792, dated the 21st October, 1968.	Ministry of Commerce	Fixation of the maximum prices of B. Twills.
399	S.O. 3793, dated the 23rd October, 1968.	Ministry of Information and Broadcasting.	Approval of films specified therein.
400	S.O. 3794, dated the 23rd October, 1968.	Ministry of Health, Family Planning and Urban Development.	Fixation of the date of submission of report of inquiry of the deaths of five students nurses,
	एस० नो० 3795, स्वास्थ्य परिवार नियोजन दिनांक 23 अक्टूबर, 1968।	एवं नगर विकास मंत्रालय	पांच छात्र नर्सों की मृत्यु की तथा मृत्यु के कारणों की छानबीन करने की रिपोर्ट देना।
401	S.O. 3796, dated the 24th October, 1968.	Ministry of Food Agriculture, Community Development and Co-operation.	Fixation of the maximum prices of vegetable oil products w.e.f. 25th October, 1968.
402	S.O. 3797, dated the 24th October, 1968.	Election Commission of India.	List of contesting candidates of Bye-election to the House of the People from the Madhugiri Parliamentary Constituency.

ऊपर लिखे असाधारण राजपत्रों का प्रतिपाद प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुँच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएँ । -

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

CORRIGENDUM

New Delhi, the 6th November 1968

S.O. 4105.—In the Election Commission of India Order No. BR-HP/34/67(42), dated the 15th July, 1968, made under section 10A of the Representation of the People Act, 1951, bearing S.O. 2703 and appearing on pp. 3594-3595 in the Gazette of India, Part II, Section 3(ii), dated the 3rd August, 1968, as corrected by Corrigendum No. BR-HP/36/67, dated the 20th September, 1968, bearing S.O. 3531 and appearing on page 4625 in the Gazette of India, Part II, Section 3(ii), dated the 12th October, 1968, the name of the candidate, wherever it occurs, may be corrected to read as "Shrimati Jayanti Singh Rathaur".

[No. BR-HP/34/67.]

By Order,

A. N. SEN, Secy.

CORRIGENDUM

New Delhi, the 23rd November 1968

S.O. 4106.—In the Election Commission's notification dated the 25th October, 1968, published as S.O. 3798 in the Gazette of India Extraordinary, Part II, Section 3, sub-section (ii), dated the 25th October, 1968, the no. thereof be read as 'No. 3/6/68(1)' instead of 'No. 3/3/68(1)'.

[No. 3/6/68.]

V. NAGASUBRAMANIAN, Under Secy.

MINISTRY OF HOME AFFAIRS

CORRIGENDUM

New Delhi, the 11th November 1968

S.O. 4107.—In the notification of the Government of India in the Ministry of Home Affairs S.O. 3389 (F. 10/23/68-SR.), dated the 18th September, 1968, published at pages 1039 to 1040 of the Gazette of India Extraordinary, Part II, Section 3, Sub-section (ii), dated the 18th September, 1968, at page 1040, in line 5 of sub-clause (ii) of clause (b) of the Order, for '43' read '48'.

[No. F. 10/23/68-SR.]

P. N. KAUL, Dy. Secy.

CABINET SECRETARIAT

(Department of Statistics)

New Delhi, the 6th November 1968

S.O. 4108.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further

amendments in the notification of the Government of India in the Cabinet Secretariat No. S.R.O. 633, dated the 28th February, 1957 namely:—

In the Schedule to the said notification—

- (i) in the entries under "Part I—General Central Service, Class II", under the heading "Directorate of National Sample Survey", against the item "All gazetted posts" in column 1 for the entry "Secretary, Department of Statistics" occurring in columns 2 and 3, the entry "Additional Secretary, Cabinet Secretariat, Department of Cabinet Affairs" shall be substituted; and
- (ii) in the entries under "Part II—General Central Service, Class III", under the heading "Directorate of National Sample Survey", against item (i) in column 1, for the entry "Secretary, Department of Statistics" occurring in column 5, the entry "Additional Secretary, Cabinet Secretariat, Department of Cabinet Affairs" shall be substituted.

[No. F. 3/45/68-Tech.]

P. P. CAPRIHAN, Dy. Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 13th November 1968

S.O. 4109.—Statement of the Affairs of the Reserve Bank of India as on the 8th November, 1968.

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	20,68,52,000
		Rupee Coin	2,81,000
Reserve Fund	50,00,00,000	Small Coin	3 72,000
National Agricultural Credit (Long Term Operations) Fund	143,00,00,000	Bills Purchased and Discounted:—	
		(a) Internal
		(b) External
		(c) Government Treasury Bills	259,86,35,000
National Agricultural Credit (Stabilisation) Fund	33,00,00,000	Balances Held Abroad*	103,80,94,000
		Investments**	136,80,27,600
National Industrial Credit (Long Term Operations) Fund	55,00,00,000	Loans and Advances to:—	
		(i) Central Government
		(ii) State Governments @	75,81,16,000

Deposits :—		Loans and Advances to :—	
(a) Government		(i) Scheduled Commercial Banks†	33,11,73,000
(i) Central Government	53,79,47,000	(ii) State Co-operative Banks††	215,69,97,000
(ii) State Governments	6,51,49,000	(iii) Others	4,21,02,000
(b) Banks		Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund:—	
(i) Scheduled Commercial Banks	147,76,03,000	(a) Loans and Advances to :—	
(ii) Scheduled State Co-operative Banks	5,95,07,000	(i) State Governments	31,64,34,000
(iii) Non-Scheduled State Co-operative Banks	65,88,000	(ii) State Co-operative Banks	14,90,97,000
(iv) Other Banks	9,87,000	(iii) Central Land Mortgage Banks	..
(c) Others	331,48,08,000	(b) Investment in Central Land Mortgage Bank Debentures	8,53,61,000
Bills Payable	42,05,19,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund:—	
Other Liabilities	48,05,84,000	Loans and Advances to State Co-operative Banks	
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund:—	
		(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/debentures issued by the Development Bank	..
		Other Assets	35,63,39,000
Rupees	952,36,92,000	Rupees	952,36,92,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 14,60,08,000 advanced to scheduled commercial banks against usance bills under section 17(4) (c) of the Reserve Bank of India Act

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund

Dated the 13th day of November, 1968.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	20,68,52,000		Gold Coin and Bullion :—		
Notes in Circulation	3235,74,32,000		(a) Held in India	115,89,25,000	
Total Notes issued		3256,42,84,000	(b) Held outside India	
			Foreign Securities	226,42,00,000	
			TOTAL		342,31,25,000
			Rupee Coin		81,06,91,000
			Government of India Rupee Securities		2833,04,68,000
			Internal Bills of Exchange and other commercial paper
TOTAL LIABILITIES		3256,42,84,000	TOTAL ASSETS		3256,42,84,000

Dated the 13th day of November, 1968.

L. K. JHA,
Governor.

[No. F. 3(3)-BC/68.]

V. Swaminathan, Under Secy.

(Department of Revenue and Insurance)

STAMPS

New Delhi, the 23rd November 1968

S.O. 4110.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the stamp duty with which the ad-hoc bonds to the value of sixty seven lakhs of rupees to be issued by the Gujrat State Financial Corporation are chargeable under the said Act.

[No. 20/68-Stamps/F. No. 1/52/68-Cus.VII.]

ORDER

STAMPS

New Delhi, the 23rd November 1968

S.O. 4111.—In exercise of the powers conferred by clause (a) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the stamp duty with which the bonds to the value of rupees one hundred seventy five lakhs, to be issued by the Maharashtra State Financial Corporation, are chargeable under the said Act.

[No. 21/68-Stamps/F. No. 1/50/68-Cus.VII.]

M. S. SUBRAMANYAM, Under Secy.

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 8th November 1968

S.O. 4112.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendments in the Schedule appended to its Notification No. 43 (F. No. 50/153/68-ITJ) dated the 23rd May, 1968, namely.

In the said Schedule against A-Range, Patna, B-Ranga, Patna and Muzaffarpur under column 3 the following shall be substituted:

Patna 'A'

- (i) A, B, D, F, I Wards of Patna Circle, Patna.
- (ii) Ward (i) of Patna I, Patna.
- (iii) Ward (i) of Patna II, Patna.
- (iv) Ward (ii) of Patna II, Patna.
- (v) Ward (iii) of Patna I, Patna.
- (vi) Special Estate Duty-cum-Incometax Circle, Patna.
- (vii) Special Investigation Circle, Patna.
- (viii) Champaran Circle, Motihari.

Patna 'B'

- (i) C, E, G, H Wards of Patna Circle, Patna.
- (ii) Ward (ii) of Patna I, Patna.
- (iii) Ward (iii) of Patna II, Patna.
- (iv) Shahabad Circle, Arrah.
- (v) Gaya Circle, Gaya.
- (vi) Salary Circle, Patna.
- (vii) Special Circle, Ward 'A' & 'B', Patna.

Muzaffarpur

- (i) Muzaffarpur Circle, Muzaffarpur.
- (ii) Saran Circle, Chapra.
- (iii) Darbhanga Circle, Laheriasaral.

This notification shall take effect from 15th November, 1968.

Explanatory Notes.

The amendment has become necessary on account of reorganisation of jurisdiction of AACs, Patna 'A', Patna 'B' and Muzaffarpur.

(The above note does not form part of the notification, but is intended to be merely clarificatory).

[No. 111 (F. No. 50/5/68-ITJ.)]

S.O. 4113.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income Tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendments in the Schedule appended to its notification No. 97 (F. No. 50/12/68-ITJ) dated the 7th October, 1968, namely,

In the said schedule B-Range, E-Range, F-Range, G-Range, H-Range, I-Range and K-Range, New Delhi under column 2 the following shall be substituted :—

- | | |
|--------------------------|---|
| B-Range, New Delhi . . . | 1. District I, Ward 'A' and A(I), New Delhi.
2. District III, Ward A, A (Addl.), Ward O and O (Addl.), New Delhi.
3. District VII, Ward A, B and A(I), New Delhi.
4. District IX, Ward A, New Delhi.
5. Refunds Circle, New Delhi.
6. B-I and B-I(I) Districts, New Delhi.
7. C-I, C-I(I), C-II & C-II(I) Districts, New Delhi. |
| B-Range, New Delhi . . . | 1. District VIII, Wards A, B, B-Addl., A(Addl.), B-(Addl.-I), B(Addl. II), A(I) and A(II), New Delhi.
2. A-I, A-I(I), A-II, A-III and Addl. A-III Districts, New Delhi.
3. Income-tax cum Wealth-tax Circle VIII, New Delhi. |
| F-Range, New Delhi . . . | 1. Special Circles, I, II, III, IV, V and VI, New Delhi.
2. Companies Circles I, III, IX, X, IX, XX, XXI and XXII, New Delhi.
3. D-I and D-II Districts, New Delhi. |
| G-Range, New Delhi . . . | 1. District III, Wards B, C, D, E, F & F (Addl.), New Delhi.
2. B-II, B-II(I), B-III, B-III(I), B-IV and B-IV(I) Districts, New Delhi.
3. Incometax cum Wealhttax Circles I and V, New Delhi. |
| H-Range, New Delhi . . . | 1. B-XVII, B-XVII (1), B-XVII (2), B-XVII(3) and B-XVII(4) Districts, New Delhi.
2. District VI, Wards A, B, C, A(Addl.), B(Addl.), C (Addl.), D and E, New Delhi. |
| I-Range, New Delhi . . . | 1. District III, Wards G, H, I, J, K, L, L(Addl.), M, N and P, New Delhi.
2. Evacuee Circle, New Delhi.
3. B-V, B-V(I), B-VI, B-VI(I), B-VII, B-VII(I), Addl. B-VII, B-VIII, B-VIII(I), B-IX, Addl., B-IX, B-X, B-XI and B-XI(I) Districts, New Delhi.
4. Incometax cum Health Tax Circles II and VI, New Delhi. |
| K-Range, New Delhi . . . | 1. District V Wards A, P, A (Addl.), B (Addl.), C, D, E, F & G, New Delhi.
2. B-XV, B-XV(I), B-XV (2), B-XVI, B-XVI(I), B-XI (II), B-XVIII, B-XVIII(I) and Addl. B-XVIII Districts, New Delhi.
3. Incometax cum Wealth tax Circle III, New Delhi. |

Explanatory Note.

The amendments have become necessary on account of the creation of 12 new wards/circles in the Commissioner's charge.

(The above note does not form part of the notification, but is intended to be merely clarificatory).

[No. 112 (No. F.50/12/68-ITJ.)]

S. V. SUBBA RAO, Under Secy.

INCOMETAX

New Delhi, the 12th November 1968

S.O. 4114.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 20 (F. No. 55/1/62-IT), dated the 30th April, 1963 published as S.O. 1293 on pages 1454-1457 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 11th May, 1963 amended from time to time:

Against Sl. No. 9-B, Madras II, under column 3 of the Schedule appended thereto the following entry shall be added:

"28. Kumbakonam Circle"

This notification shall come into force on the 15th November, 1968.

[No. 114 (F. No. 55/396/68-ITA-III.)

S. R. WADHWA, Under Secy

CENTRAL EXCISE COLLECTORATE

CENTRAL EXCISES

Bombay, the 8th August 1968

S.O. 4115.—The Bombay Central Excise Collectorate Notifications mentioned below are hereby cancelled:—

No.	Date
(1) CER/5/4/68	30-5-1968
(2) CER/5/5/68	17-6-1968
(3) CER/5/6/68	20-6-1968

[No. CER/5/7/1968

A. K. ROY, Collecto

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, MADHYA PRADESH AND VIDARBHA

CENTRAL EXCISES

Nagpur the 7th November 1968

S. O. 4116.—In exercise of the powers conferred upon me under Rule 5 of the Central Excise Rules, 1944, I hereby empower the Central Excise Officers specified in column 2 of the sub-joint table to exercise within their jurisdiction and in relation to the assessee governed by the provision of Chapter VII-A of the said rules the powers of the "Collector" under the Central Excise Rules enumerated in column 1 thereof subject to the limitations set out in column 3 of the said table.

Central Excise Rules	Rank of Officer	Limitation, if any
1	2	3
1. Rule 52A(1)	Asstt Collector of Central Excise.	To authorise removals on documents other than gate pass in the statutory form in units working under Self Removal Procedure subject to the condition that documents approved by him in lieu the statutory forms contain all information as is available in the statutory form.

1	2	3
2. Rule 53 read with Rule 173-G(4)	Asstt. Collector of Central Excise.	To exempt the assessee working under Self Removal Procedure from maintaining a daily stock account in Form R. G. 1, if the assessee is maintaining a satisfactory private account from which all information as required in "R. G. 1." can be readily obtained.

[No. 9/1968.]

VIPIN MANEKLAL, Collector.

MINISTRY OF STEEL, MINES AND METALS

(Department of Iron and Steel)

New Delhi, the 13th November 1968

S.O. 4117.—The Iron and Steel Controller is hereby empowered, under rule 5(2) of the Central Civil Services (Temporary Service) Rules, 1965, to exercise powers to review or withdraw the notices served on all non-gazetted employees working in his Office.

[No. ADMN.I-11(25)/68.]

A. N. RAJAGOPALAN, Under Secy.

(Department of Mines and Metals)

New Delhi, the 13th November, 1968

S.O. 4118.—In exercise of the powers conferred by sub-section (4) of section 17 of the Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957), the Central Government, after consultation with the State Government of Madhya Pradesh, hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Mines and Fuel No. S.O. 1923 dated the 11th June, 1962, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 23rd June, 1962, namely :—

In the Schedule to the said notification, under the heading "Name of village", for the entry against S. No. 5, the following entry shall be substituted, namely :—

"Ponia, excepting an area of 20.75 acres falling in Kh. Nos. 731/1, 731/3, and 731/4"

[No. MII-187(3)/62]

A. SETHUMADHAVAN, Under Secy.

ERRATA

In the Ministry of Steel, Mines and Metals (Department of Mines and Metals) notification No. C5-4(3)/67, dated 25th September, 1968 published as S.O. 3555 in the Gazette of India, Part II—Section 3—Sub-section (ii), dated 12th October, 1968, the following correction may be made:—

In the 1st line of the notification for "section 13" read "section 15".

In the Ministry of Steel, Mines and Metals (Department of Mines and Metals) notification No. C5-4(2)/67, dated 28th September, 1968, published as S.O. 3556 in the Gazette of India, Part II—Section 3—Sub-section (ii), dated 12th October, 1968, the following correction may be made:—

In the notification for serial Nos. '3' and '4' read serial Nos. '4' and '5':

MINISTRY OF HEALTH, FAMILY PLANNING AND URBAN DEVELOPMENT

(Department of Health and Urban Development)

New Delhi, the 8th November 1968

S.O. 4119.—Whereas in pursuance of clause (d) of sub-section (2) of Section 3 of the Prevention of Food Adulteration Act, 1954 (37 of 1954), the Central Government has renominated Dr. Banwari Lal, Director (Health), Ministry of Railways, (Railway Board), New Delhi, as a member of the Central Committee for Food Standards;

And whereas in pursuance of clause (e) of sub-section (2) of section 3 of the said Act, the State Government of West Bengal has re-nominated Dr. S. C. Chakraborty, M.Sc., D.Phil., Public Analyst (Food and Water) Central Combined Laboratory, Calcutta, as a member of the Central Committee for Food Standards representing that Government;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the said Act, the Central Government hereby directs that Dr. Banwari Lal, Director (Health), Ministry of Railways (Railway Board) New Delhi and Dr. S. C. Chakraborty, M.Sc., D.Phil., Public Analyst, (Food and Water) Central Combined Laboratory, Calcutta, shall continue to be members of the Central Committee for Food Standards.

[No. F. 14-25/67-PH.]

M. C. JAIN, Under Secy.

स्वास्थ्य, परिवार नियोजन एवं नगर विकास मंत्रालय

(स्वास्थ्य एवं नगर विकास विभाग)

नई दिल्ली, 8 नवम्बर, 1968

एस० ओ० 4120.—यसः खाद्य अपमिश्रण निवारण अधिनियम 1954 (1954 का 37) की धारा 3 की उप-धारा (2) के खण्ड (घ) का पालन करते हुए केन्द्रीय सरकार ने रेल मंत्रालय (रेलवे बोर्ड), नई दिल्ली में निर्देशक (स्वास्थ्य) एस० टी० ओ० बनवारी लाल को खाद्य मानक की केन्द्रीय समिति में एक सदस्य के रूप में पुनः नामित किया है;

और यतः इस अधिनियम की धारा 3 की उप-धारा 2 के खण्ड (ङ) को पालन करते हुए पश्चिम बंगाल राज्य सरकार ने केन्द्रीय संयुक्त प्रयोगशाला बलुसत के लॉब डिस्ट्रिक्ट (खाद्य एवं जल) श्री एस० सी० चक्रवर्ती, एम० एस० सी० डी० फिल० को खाद्य मानक के केन्द्रीय समिति में अपने प्रतिनिधित्व के लिए एक सदस्य के रूप में पुनः नामित किया है;

अतः जब उपर्युक्त अधिनियम की धारा 3 की उप-धारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निदेश देती है कि रेल मंत्रालय (रेलवे बोर्ड) नई दिल्ली में निर्देशक (स्वास्थ्य) डा० बनवारी लाल तथा केन्द्रीय संयुक्त प्रयोगशाला बलुसत के लॉब डिस्ट्रिक्ट (खाद्य तथा जल) डा० एस० सी० चक्रवर्ती, एम० एस० सी० डी० फिल० केन्द्रीय खाद्य मानक समिति के सदस्य बने रहेंगे।

[स० प० 14-25/67-जन स्वास्थ्य]

(मोती चन्द जैन), अवर सचिव।

(Department of Health and Urban Development)

New Delhi, the 12th November 1968

S.O. 4121.—Whereas the University of Madras, Madras, has in pursuance of the provisions of clause (d) of section 3 of the Dentists Act, 1948 (16 of 1948) elected Dr. S. Govindarajan, M.D.D.B. (Manch), Dean, Madras Medical College, Park Town, Madras-3, to be a member of the Dental Council of India with effect from the 22nd April, 1968;

Now, therefore, in pursuance of section 3 of the said Act, the Central Government hereby directs that Dr. S. Govindarajan, who is a member of the Dental Council of India constituted under the notification of the Government of India in the late Ministry of Health No. 3-2/62-MII, dated the 17th October, 1962, and whose name appears against serial No. 5 under the heading "Elected under clause (d) of section 3" shall continue to be a member of the Dental Council of India for a further period of five years with effect from the 22nd April, 1968 or until his successor shall have been duly elected, whichever is longer.

[No. F. 3-3/67-MPT.]

K. DEO, Under Secy.

MINISTRY OF INDUSTRIAL DEVELOPMENT AND COMPANY AFFAIRS

(Department of Industrial Development)

New Delhi, the 12th November 1968

S.O. 4122.—In exercise of the powers conferred by Section 72 of the Indian Patents and Designs Act, 1911 (2 of 1911), the Central Government hereby appoints the Scientist, Indian Institute of Petroleum, Dehra Dun, as an authority for the purpose of the said section, and makes the following further amendment in the notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 681, dated the 23rd March, 1955, namely:—

"(33) The Scientist,
Indian Institute of Petroleum,
I.I.P. P.O.,
Dehra Dun (U.P.)"

[No. F. 33(13)-PP&D/68.]

HARGUNDAS, Under Secy.

औद्योगिक विकास तथा सहाय-कार्य मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 12 नवम्बर 1968

एस० ओ० 4123.—भारतीय पेटेंट तथा डिजाइन अधिनियम 1911 (1911 का 2) की धारा 72 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा वैज्ञानिक, भारतीय पेट्रोलियम संस्था, देहरादून को इस धारा के प्रयोजन के लिए प्राधिकारी नियुक्त करती है, और भारत सरकार के भूतत्त्व वणिज्य तथा उद्योग मंत्रालय की अधिसूचना सं० एस० ओ० 681, दिनांक 23 मार्च 1955 में और आगे विस्तारित सशोधन करती है; अर्थात्:—

"(33) वैज्ञानिक, भारतीय पेट्रोलियम संस्था, डाकताना भारतीय पेट्रोलियम संस्थान, देहरादून (उत्तर प्रदेश)"

[मिसिन सं० 33(13)—पी० पी० एण्ड डी/68.]

हरगुन्दस, अवर सचिव ।

(Department of Industrial Development)

ORDERS

New Delhi, the 16th November 1968

S.O. 4124/IDRA/6/12/68.—In supersession of Serial No. 6 of this Ministry's Order No. S.O. IDRA/6/5/67, dated the 9th August, 1967, the Central Government hereby appoints with effect from the date of this Order till the 8th August, 1969, Shri Sugato Chaudhuri, Commercial Director, M/s. Chemicals and Fibres of India Ltd., "Crescent House", 19, Wiltet Road, Ballard Estate, Bombay-1, as a member of the Development Council for Man-made Textiles, vice Shri C. J. E. Burrows who has resigned.

[No. 2(1)-Dev. Council/66-LC.]

S.O. 4125/IDRA/6/11/68.—In supersession of Serial No. 10 of this Ministry's Order No. IDRA/6/5/68, dated the 5th July, 1968, relating to Shri G. T. Medley, the Central Government hereby appoints with effect from the date of this Order till the 4th July, 1970, Shri D. S. Sastry, General Manager, M/s. Hindustan Organic Chemicals Ltd., P.O. Rasayani, Distt. Kolaba (Maharashtra) as a member of the Development Council for the schedule industries engaged in the manufacture or production of Organic Chemicals, vice Shri G. T. Medley who has returned to U.K.

[No. 2(4)/Dev. Council/67-L.C.]

R. C. SETHI, Under Secy.

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 7th November 1968

S.O. 4126.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955, as amended from time to time, the Indian Standards Institution hereby notifies that the licence No. CM/L-414 particulars of which are given below, has been cancelled with effect from 9 October 1968.

Licence No. and date	Name & Address of the Licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
CM/L-414 9-5-1952	M/s Pest Control Corporation, 2/4 Central Park, Jalavair, Calcutta-32 having their office at 27, Bentinck Street, Cal- cutta-1	BHC Smoke Genera- tors	IS:1505-1959 Spec- ification for BHC Smoke Generators

[No. CMD/55:414.]

New Delhi, the 11th November 1968

S.O. 4127 —The Certification Marks Licences details of which are mentioned in the Schedule given hereafter, have lapsed or their renewal deferred

SCHEDULE

Sl. No.	Licence No. and Date	Licensee's Name and Address	Article/Process and the Relevant IS: No.	S. O Number and Date of the Gazette Notifying Grant of Licence	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-255 29-12-1960	Shri Ram Oil & General Mills, Gurgaon (Haryana)	Corn Flakes—IS: 1158-1957	S. O. 104 dt. 14-1-1961	The licence was deferred after 31-12-64 and has now to be treated as lapsed after that date.
2	CM/L-566 26-7-1963	Ideal Electric Industries, Delhi, Shadhi.	Metal Clad Switches, 15 Amps. 250 Volts only IS: 1567—1960	S. O. 2372 dt. 24-8-1963	The licence was deferred after 31-5-65 and has now to be treated as lapsed after that date.
3	CM/L-750 30-7-1964	Ankar Industries, Jessore Rd., P. O. Madhyamgram 24, Parganas (W. Bengal).	BHC Emulsifiable Concentrates—IS: 632-1958.	S. O. 3487 dt. 3-10-1964	Deferred after 31-8-1968.]
4	CM/L 752 31-7-1964	Indian Plastics Ltd, Poisar Bridge, Kandivili, Bombay-67 NB	Plastic Water Closet Seats and Covers—IS: 2548-1963	S. O. 3487 dt. 3-10-1964	Deferred after 31-8-1968.]
5	CM/I 759 19-8-1964	Indian Cable & Wire Industries, C-32/24, Industrial Estate, Guindy, Madras-32	Rubber Insulated Cables, IS: 434 (Parts I & II)—1964	S.O. 3553 dt. 10-10-1964	Deferred after 31-8-1968.]
6	CM/L 771 24-8-1964	Taj Iron & Steel Works Pvt. Ltd, Taj Manzil, 247 Maulana Azad Road, Bombay.	Structural Steel (Standard Quality)—IS: 226—1962	Do.	Do.
7	CM/L-772 24-8-1964	Do.	Structural Steel (Ordinary Quality)—IS: 1977-1962	Do.	Do.

8	CM/L-1331 16-9-1966	Kanpur Pesticides, Magarwara (Distt. Unao) having their office at 16/78 Civil Lines, Kanpur	BHC Emulsifiable Concentrates—IS: 632—1958.	S. O. 3299 dt. 5-11-1966	Deferred after 30-9-1968.
9	CM/L-1332 16-9-1966	Kanpur Pesticides, Magarwara (Distt. Unao) having their Office at 16/78 Civil Lines, Kanpur	DDT. Emulsifiable Concentrates—IS: 633—1956	Do.	Deferred after 30-9-1968
10	CM/L-1516 15-9-1967	Star Fittings Works, 17 Hurro Chandra Mullick Street, Calcutta.	Tea-Chest Metal Fittings—IS: 10—1964	S. O. 3733 dt. 21-10-1967	Deferred after 15-9-1968
11	CM/L-1524 15-9-1967	Tata Fison Industries Ltd., Plot No. 94, Industrial Estate, Ambattur, Madras-58.	BHC Water Dispersible Powder Concentrates—IS: 562-1962	Do.	Deferred after 15-9-1968.
12	CM/L-1525 15-9-1967	Bharat Pulverising Mills (Pvt.) Ltd., 1074, Thiruvottiyur High Road, Madras-19.	Copper Oxychloride Water Dispersible Powder Concentrates—IS: 1507—1966	S. O. 3733 dt. 21-10-1967	Deferred after 15-9-1968
13	CM/L-1533 28-9-1967	Sanite E. gg. Works, Hatara Rd. Aswininagore, Baguihati, 24 Parganas having their Office at 35 H Raja Nabakrishna St., Calcutta-5.	Steel Drums, Ungalvanized Grade B2 (20 Litres Capacity Only) IS: 2552—1963	Do.	Deferred after 30-9-196.

[No. CMD/13:14]
(Dr.) A. N. GHOSH,
Director General.

MINISTRY OF WORKS, HOUSING AND SUPPLY

(Department of Works and Housing)

New Delhi, the 13th November 1968

S.O. 4128.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of unauthorised occupants) Act, 1958 (32 of 1958), and in supersession of the notification of the Government of India in the Ministry of Works, Housing and Supply (Department of Works and Housing) No. S.O. 1902 dated the 23rd May, 1968, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Works, Housing and Supply No. S.O. 307 dated the 28th January, 1959, namely :—

In the Table below the said notification, for Serial number 4 and the entries relating thereto in Columns 1 and 2, the following shall be substituted namely :—

- | | |
|---|--|
| 4. Director of Estates, Additional Director of Estate, Deputy Directors of Estates and Assistant Directors of Estates (Litigation), Government of India, New Delhi. | Premises belonging to or taken on lease or requisitioned by or on behalf of the Central Government within the Union Territory of Delhi and within Simla and Faridabad (except such of them as are under the administrative control of other Estate Officers or as are in the Defence Pool. |
|---|--|

[No. 21011(4)/66-Pol.]

S.O. 4129.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being the officer equivalent to the rank of a gazetted officer of Government to be estate officer for the purposes of the said Act and the said officer shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

(1)	(2)
Designation of the Officer.	Categories of Public Premises and local limits of jurisdiction.
Personnel Manager, Indian Telephone Industries Ltd., Bangalore.	Public Premises belonging to the Indian Telephone Industries Ltd. within the Indian Telephone Industries Township, Dooravaninagar, Bangalore.

[No. 21012(5)/66-Pol.]

S.O. 4130.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act 1958 (32 of 1958), the Central Government hereby appoints the Officer mentioned in column (1) of the Table below, being the Officer equivalent to the rank of a gazetted Officer of Government to be estate officer for the purposes of the said Act and the said Officer shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

(1)	(2)
Designation of the officer	Categories of Public premises and local limits of jurisdiction.
Director of Works, Indian Institute of Technology, New Delhi.	Premises belonging to or taken on lease or requisitioned by, or on behalf of the Indian Institute of Technology, New Delhi, and which are under its Administrative control.

[No. 21012(5)/66-Pol.]

T. K. BALASUBRAMANIAN,
Deputy Director of Estates and
ex-Officio Under Secy.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 13th November 1968

S.O. 4131.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General, Posts and Telegraphs, hereby specifies the 1st December 1968 as the date on which the Measured System will be introduced in Jaunpur Telephone Exchange, U.P. Circle.

[No. 5-65/68-PHB(6).]

D. R. BAHL,

Asstt. Director General (PHB).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 13 नवम्बर, 1968

स्वार्थी आदेश क्रमसंख्या 4132—स्थायी आदेश क्रमसंख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने जौनपुर टेलीफोन केन्द्र में 1-12-68 से प्रस्तापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-65/68-पी० एच० बी०]

डी० आर० बहल

सहायक महानिदेशक (पी० एच० बी०)

MINISTRY OF RAILWAYS

(Railway Board)

CORRIGENDUM

New Delhi, the 13th November 1968

S.O. 4133.—Please read "24th August 1968" for "7th August 1968" appearing in this Ministry's Notification of even number dated 24th September, 1968. (Extraordinary Issue).

[No. E(O)/H67AP1/6.]

C. S. PARAMESWARAN, Secy.

MINISTRY OF TRANSPORT & SHIPPING

(Directorate General of Shipping)

MERCHANT SHIPPING

Bombay, the 7th November 1968

S.O. 4134.—In exercise of the powers conferred by sub-section (2) of section 8 of the Merchant Shipping Act, 1958 (44 of 1958) read with the Order of the Government of India in the late Ministry of Transport & Communications No. S.O. 771, dated the 7th March, 1962 and in supersession of the Notification No. S.O. 3498 dated the 30th October, 1965, the Director General of Shipping hereby appoints Shri S. B. Bhaman, Nautical

Surveyor, as the Officer who shall be in-charge of the office of the Mercantile Marine Department at the port of Marmugao.

2. This notification shall be deemed to have come into force on the 14th day of October, 1968.

[No. 130-SH(52)/61.]

K. C. MADAPPA,
Director General of Shipping.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 4th November 1968

S.O. 4135.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri R. P. Gupta, as a member of the Advisory Panel of the Central Board of Film Censors, at Calcutta with immediate effect.

[No. 11/1/68-F(C).]

H. B. KANSAL, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 4 नवम्बर, 1968

एस० ओ० 4136 .—चलचित्र अधिनियम, 1952 की धारा 5(1) और चलचित्र (सेंसर) नियमावली, 1958 के नियम 9 के उप नियम 2 के साथ पठित नियम 8 के उप नियम (3) द्वारा दिए गए, अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्वारा श्री आर० पी० गुप्त को अभी से केन्द्रीय फिल्म सेंसर बोर्ड के कलकत्ता सलाहकार मण्डल का फिर से सदस्य नियुक्त किया है।

[सं० 11/1/68-एफ०सी०.]

हरि बाबू कंसल,
अवर सचिव,

ORDER

New Delhi, the 15th November 1968

S.O. 4137.—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-section 4 of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

SECOND SCHEDULE

S. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film.
1	2	3	4	5	6
1.	Mahitchitra No. 100	270.66 M	Director of Govt. of Ahmedabad-15.	Information Gujarat,	Film dealing with new and current event (For release in Gujarat Circuit only)

[No. F. 24/1/68-FP App. 1302.]

BANU RAM AGGARWAL, Under Secy.

MINISTRY OF COMMERCE

New Delhi, the 11th November 1968

S.O. 4138.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Cotton Textiles (Control) Order, 1948, namely:—

1. This Order may be called the Cotton Textiles (Control) Fourth Amendment Order, 1968.

2. In the Cotton Textiles (Control) Order, 1948, in clause 3, in sub-clause (a), for item (viii), the following item shall be substituted, namely:—

“(viii) fabric manufactured partly from cotton and partly from jute and containing not more than 50 percent of cotton by weight.”

[No. F.11(7)-Tex(D)/68.]

S.O. 4139.—In exercise of the powers conferred by section 3 read with section 16 of the Essential Commodities Act, 1955 (10 of 1955) and of all other powers enabling it in that behalf, the Central Government hereby makes the following Order further to amend the Cotton Textiles (Control) Order, 1948, namely:—

1. This Order may be called the Cotton Textiles (Control) Fifth Amendment Order, 1968.

2. In the Cotton Textiles (Control) Order, 1948, to sub-clause (2) of clause 21A, the following proviso shall be added, namely:—

“Provided that the power conferred on the Textile Commissioner under this sub-clause shall be exercised only in respect of the quantity of cloth falling short of the minimum quantity, which the producer shall have packed before the 2nd May, 1968”.

[No. 21(12)-Tex(A)/68.]

DAULAT RAM, Under Secy.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDERS

Bombay, the 25th September 1968

SUBJECT.—*Order for cancellation of Custom Purposes and Exchange Control Purposes Copies of Licence No. P/AU/1291852 dated 21st May, 1968 for Rs. 71,677/- issued in favour of M/s. Shalimar Industries Pvt., Ltd., Calcutta.*

S.O. 4140.—M/s. Shalimar Industries Pvt. Ltd., Calcutta were granted an Import Licence (Both Copies) No. P/AU/1291852 dated 21st May, 1968 for Rs. 71,677/- for Import of Items shown on the reverse of this order for the licensing period AM.68 from IDA. They have applied for duplicates of the Customs Purposes and Exchange Control Purposes Copies of the said licence on the ground that the original Customs and Exchange Control Purposes Copies of the licence have been lost or misplaced. It is further stated that the original Licence was not registered with the Bombay Customs House and was not utilised.

In support of this contention, the applicants have filed an affidavit on stamped paper duly attested before the Presidency Magistrate, Calcutta. I am satisfied that the Original Licence No. P/AU/1291852 dated 21st May, 1968 (both the Copies) have been lost or misplaced and have directed that duplicates of the Customs and Exchange Control Purposes Copies of the Licence should be issued to the applicants. The original Customs and Exchange Control Copies of the Licence No. P/AU/1291852 dated 21st May, 1968 are hereby cancelled.

[No. 4.]

SUBJECT.—*Order for cancellation of Custom Purposes copy of Licence No. P/AU/1282177 dated 20th February, 1967 for Rs. 36,550/- issued in favour of M/s. Commonwealth Synthetic Industrial 'Area' Ludhiana.*

S.O. 4141.—M/s. Commonwealth Synthetic Industrial Area 'A' Ludhiana was granted an Import Licence No. P/AU/1282177 dated 20th February, 1967 for Rs. 36,550/- for the import items shown on the reverse of this order for the licensing period AM.67 from G.C.A. They have applied for a duplicate copy of the licence on the ground that original Customs Purposes copy of the licence has been lost or misplaced. It is further stated that the original licence was lost without being registered with any Custom Authority and was unutilised.

In support of this contention the applicant has filed an affidavit on a stamped paper duly attested before Oath Commissioner Ludhiana. I am satisfied that the original Custom Purposes copy of Licence No. P/AU/1282177 dated 20th February, 1967 has been lost or misplaced and direct that a duplicate Customs Purposes copy of the licence should be issued to the applicant as the original licence No. P/AU/1282177 dated 20th February, 1967 is cancelled.

[No. 5.]

SMT. M. D' COSTA,

Dy. Chief Controller of Imports,
for Jt. Chief Controller of Import and Exports.

(Office of the Joint Chief Controller of Imports and Exports)

ORDER

Calcutta, the 6th November 1968

S.O. 4142. Licences Nos. P/SS/1628162/C/XX/26/C/C/24-25/NF, P/SS/1628163/C/XX/26/C/C/24-25/NF & P/SS/1628164/C/XX/26/C/C/24-25/NF all dated 12th March, 1968 of the values of Rs. 45,425/-, Rs. 30,282/- and Rs. 15,141/- for import of Zinc, was issued to M/s. Pigments and Colour Industries, 170, Amarendra Sarani, Uttarpara, Hooghly subject to the conditions as under.

- (a) that all items of goods imported under these shall be used only in the licence holders' factory at the address shown in the applications against which the licences are issued, but no portion thereof shall be sold to any other party or utilised or permitted to be used in any other manner.

2. Thereafter, a show cause notice No. 111/68/E&L dated 10th October, 1968 was issued asking them to show cause within 15 days as to why the said licences in their

favour should not be cancelled on the ground that their factory is not functioning and found closed by the Asstt. Director of Industries, Howrah in terms of Clause 9, sub-clause (cc).

3. No reply has been received to that show cause notice from the firm.

4. The undersigned has carefully examined the case and has come to the conclusion that the licences will not serve the purpose for which these were granted.

5. Having regard to what has been stated in the preceeding paragraph, the undersigned is satisfied that the licences in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955 hereby cancel the licences Nos. P/SS/1628162/C/XX/26/C/C/24-25/NF, P/SS/1628163/C/XX/26/C/C/24-25/NF & P/SS/1628164/C/XX/26/C/C/24-25/NF all dated 12th March, 1968 for Rs. 45,425/-, Rs. 30,282/- and Rs. 15,141/- respectively issued in favour of M/s. Pigments and Colour Industries, 170, Amarendra Sarani, Uttarpada, Hooghly.

[No. 111/68/E&L.]

J. MUKHERJI,

Dy. Chief Controller of Imports and Exports.

(Office of the Joint Chief Controller of Imports & Exports)

(Central Licensing Area)

ORDER

New Delhi, the 7th November 1968

S.O. 4143.—M/s Chopra Auto Stores, 2676, Gandhi Motor Market, Brompton Road, Kashmere Gate, Delhi were granted an Established Importers licence No. P/EI/0158119/C/XX/25-26/C.D/25-26, dated 21st September, 1967 for Rs. 2,760/- for import of Motor Vehicle Parts as per Appendix 26 of the Red Book for AM.68 licensing period. They have applied for the duplicate Custom Copy of the said licence on the grounds that the same has been lost/misplaced after having been registered with the Foreign Post Customs House, New Delhi. The same was partly utilised for Rs. 261/-. The duplicate copy of Custom Copy of licence is required to cover the balance of Rs. 2,499/-.

I am satisfied that Custom Copy of the said licence No. P/EI/0158119/C/XX/25-26/C.D./25-26, dated 21st September, 1967 has been lost and direct that duplicate misplaced.

I am satisfied that Custom Copy of the said licence No. P/EI/0158119/C/XX/25-26/C.D/25-26, dated 21st September, 1967 has been lost and direct that duplicate Custom Copy should be issued to the applicant. The original Custom Copy of the licence is cancelled.

[No. MVP/C-8/AM.68/QL/CLA.]

J. S. BEDI,

Jt. Chief Controller of Imports & Exports.

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 12th November 1968

S.O. 4144.—Under National Defence Remittance Scheme, M/s. Anandson Trading Co., 15/23, East Patel Nagar, New Delhi, were granted an import licence No. P/AD/2019610/C/XX/25/C/H/21-22/NQQ, dated 29th August, 1967 for Rs. 23,602/- (Rupees twenty three thousand and six hundred and two only) for the import of mercury, garrage tools, etc. as per list attached thereto. The licensee has now applied to this office for the issue of a duplicate customs copy of the said licence on the ground that the original customs purposes copy has been misplaced/lost. It has been further stated that the said customs copy has not been registered with any customs authority and the total amount for which the original copy was utilised is therefore Nil.

In support of their contention the licensee have filed an affidavit. I am accordingly satisfied that the original customs purpose copy of the said licence has been lost. Therefore, in exercise of the powers conferred under sub-clause 9(CC) of the Imports (Control) Order, 1955 dated 2nd December, 1955 (as amended from time to time), the original customs purposes copy of the import licence No. P/AD/2019610/C/XX/25/C/H/21-22/HQQ, dated the 29th August, 1967 issued to M/s. Amandson Trading Co., 15/23, East Patel Nagar, New Delhi, is hereby cancelled.

A duplicate customs purposes copy of the said licence is being issued separately to the licensee.

M/s. Amandson Trading Co., 15/23, East Patel Nagar, New Delhi.

[No. SPCL/NDRS/A-546/65-66.]

S. R. MINOCHA,

Dy. Chief Contorllr of Imports & Exports.

MINISTRY OF LABOUR, EMPLOYMENT & REHABILITATION

(Department of Labour and Employment)

New Delhi, the 22nd August, 1968

S.O. 4145.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3368 dated the 15th September, 1967, the Central Government hereby directs that every employer in relation to an establishment exempted under clause (a) or clause (b) of sub-section (1) of section 17 of the said Act or in relation to an employee or a class of employees exempted under paragraph 27 or as the case may be, paragraph 27A of the Employees' Provident Funds Scheme, 1952 shall transfer the monthly provident fund contributions within fifteen days of the close of the month to the Board of Trustees, duly constituted in respect of that establishment, and that the said Board of Trustees shall invest every month, within a period of two weeks from the date of receipt of the said amounts from the employer, the provident fund accumulations, that is to say the contributions, interest and sundry receipts as reduced by any obligatory outgoings in accordance with the following pattern, namely:—

- (i) in securities created and issued by State Government and other securities guaranteed by the Central or State Government—not exceeding 35 per cent.
- (ii) The balance in Central Government securities including the savings or other certificates issued by the Central Government.

The above pattern will be in force for the period on and from the 1st September, 1968, to the 31st March, 1969.

All re-investment of provident fund accumulations (whether invested in securities created and issued by the Central Government or in savings certificates issued by the Central Government or in securities created and issued by a State Government) shall also be made according to the pattern mentioned in para 1 above.

3. The Board of Trustees shall formulate proper procedure for prompt investment reinvestment of accumulations in accordance with the aforesaid directions and shall have it approved by the Regional Provident Fund Commissioner concerned.

(No. 36(7)|67-PF.I(I.)

S. T. MERANI, Jt. Secy.

(Department of Labour and Employment)

New Delhi, the 7th November 1968

S.O. 4146.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to Messrs A. K. Gupta's Mica Concern, owner of Sqr. No. 35C, Mica Mine, Post Office and District Hazaribagh and their workmen, which was received by the Central Government on the 31st October, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT NO. 1 DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 47 OF 1968

PARTIES :

Employers in relation to Messrs A. K. Gupta's Mica Concern, Owner of Sqr. No. 35C Mica Mine, Post Office and Distt. Hazaribagh

AND

Their Workmen.

PRESENT

Shri Kamla Sahai, Presiding Officer.

APPEARANCES :

For the Employers—Shri Prayag Narain Lal.

For the Workmen—None.

Dhanbad, dated the 24th October, 1968

AWARD

The Central Government, in the Ministry of Labour, Employment and Rehabilitation, has, under its order No. 20/4/68-LRI dated the 22nd June, 1968, made this reference to this Tribunal for adjudication of an industrial dispute described in the schedule as follows:—

SCHEDULE

"Whether the management of Messrs A. K. Gupta's Mica Concern, Owner of Sqr. No. 35C Mica Mine, was justified in terminating the services of Shri Jugal Kishore Prasad, Manager with effect from the 7th February, 1968? If not, to what relief is he entitled?"

2. I fixed this case for hearing at Koderma on the 27th September, 1968. On the 26th September, 1968, however, I received a petition from the Union, praying for adjournment of the case. I ordered the petition to be put up on the date fixed. When I arrived at Koderma Forest Rest House, the venue of the hearing of the case, I found Shri Jagdish Prasad, Advocate and Sri Subrata Kumar Gupta on behalf of the company and Shri Jugal Kishore Prasad himself on his own behalf. The union was neither present nor represented. Shri Jugal Kishore Prasad filed a petition before me personally, praying that the reference might be discharged because he had already received all his dues and he did not wish to fight the case with the company or, in other words, he did not press the case. I decided to fix another date for the hearing of the case so that the union might address me and tell me what its attitude in the matter was. So I fixed the 10th October, 1968 for hearing of the case at the Forest Rest House, Koderma. I could not get there in time on that date due to break-down of my car. Hence I fixed today for further hearing at Dhanbad. In the notice which was issued to the union, I mentioned that, if the union was absent on the date fixed, the workman's application would be considered on merits without hearing the union. This notice appears to have been served upon the union on the 16th October, 1968.

3. Shri Prayag Narain Lal has appeared today on behalf of the employers. The workman has not appeared. The union has also not appeared but sent a letter stating that since the workman has received full satisfaction, it has no objection of his application being accepted. In view of the workman's application and in view of the notice given by me, therefore, I have to dispose of the case on the basis of the workman's application. Since the workman has prayed that the reference may be discharged because he has got full satisfaction, I have no alternative but to do so. I accordingly discharge the reference.

4. This may be submitted to the Central Government under section 15 of the Act.

(Sd.) KAMLA SAHAI,
Presiding Officer.

[No. 20/4/68-LRI]

S.O. 4147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the National Insurance Company Limited, Calcutta and their workmen, which was received by the Central Government on the 30th October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 60 OF 1967

PARTIES :

Employers in relation to the National Insurance Company Ltd.,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers.—Shri A. K. Dutt, Advocate.

On behalf of Workmen.—Shri Ramen Banerjee, Advocate.

STATE: West Bengal

INDUSTRY: Insurance

AWARD

By Order No. 70(9)/67-LR.III, dated 26th June 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the National Insurance Co. Ltd., Calcutta and their workmen, to this tribunal, for adjudication, namely:

"Whether the demands of the workmen of the National Insurance Company Limited, Calcutta for payment of House Rent Allowance and for improving the existing service conditions relating to gratuity, age of retirement and sick leave are justified? If so, to what relief are they entitled?"

2. The cause of the workmen was espoused by the General Insurance Employees' Association (hereinafter called the Union), which filed a written statement. The employer Insurance Company also filed a written statement.

3. The case for gratuity as made on behalf of the workmen, in the written statement, was that the scheme as prevailing in the company, was unjust, because it entitled an employee to gratuity only after 5 years of service, even in the case of death and permanent disability. Further, the benefit was available to a retiring employee only if he had completed 15 years' service. Also, on termination of service, on grounds of misconduct, etc., the employee was deprived of the benefit of gratuity irrespective of the gravity of the alleged misconduct and the quantum of loss suffered by the employer company as a result thereof. Finally, the maximum limit of 15 months' salary, as gratuity, was characterised as unjust, unfair and inadequate as a provision for old age.

4. So far as retirement age was concerned, the case made on behalf of the workmen, in the written statement, was that the retirement age at 58 years, as prevailing in the employer company, was unjust "in view of the growing life expectancy and the trend of current industrial law and practice".

5. So far as sick leave was concerned, the case made on behalf of the workmen, in the written statement, was that 5 days' sick/medical leave, granted by the employer company, was "on the face of it absurd".

6. In respect of house rent allowance, the case made on behalf of the workmen, in the written statement, was that with admittedly soaring house rents in all suburban centres and in the context of abeyance of any housing scheme for the employees, the latter's real wages are being subjected to a reduction, thus further lowering down their standards. It was further contended that the principle of allowing house rent to employees was being growingly recognised by all progressive employers and there was no reason why the employer company in the instant case should not allow some house rent allowance.

7. In paragraphs 1 and 4 of the written statement, filed on behalf of the workmen, it was alleged that the company was in a sound financial position, was growing in prosperity and was in a position to bear the additional burden which may befall by acceding to the demands of the workmen.

8. The employer company filed a written statement. So far as the claim for gratuity was concerned, it was stated, in paragraph 4 of the written statement, that the gratuity scheme in force in the company was quite fair and liberal to the workmen and did not warrant any change. It was further stated that the issue should be looked only from a "long term view" and should not be interfered with quickly.

9. With regard to the claim for increase in the age of retirement, it was stated, in paragraph 5 of the written statement, that the existing provision of age of retirement at 58 years was quite fair to the workmen and in as much as this age of retirement was prevalent in a large number of concerns and in government establishments, there was no case for increasing the age of retirement.

10. With reference to the claim for sick leave, it was stated, in paragraph 6 of the written statement, that the provision for sick leave should not be considered in isolation. It was further stated:

"...the Company allows one month's privilege leave on full pay, 15 days casual leave on full pay and 5 days sick leave on full pay. Thus the workmen are allowed 50 days leave on full pay per year. Further the company is also allowing in case of a workman with service of 10 years or more, in the event of serious and prolonged illness when the period is not covered by the sick leave due, a further leave for half the number of days of privilege leave which may not have been availed by him during the period of service. In addition such a workman is also granted further leave at half pay upto 3 months and thereafter leave without pay for a further period of 9 months. The Company submits that the existing provisions of sick leave are quite sufficient and liberal.***"

11. With regard to the claim for house rent, it was stated, in paragraph 3 of the written statement, that expenses on house rent were included in the emoluments paid to the workmen. It was further stated that the issue of pay scales and dearness allowance was pending in appeal before the Supreme Court and as such the payment of house rent upon the claims of the workmen.

12. It is in the background of the above stated pleadings that I have to adjudicate upon the claims of the workmen.

13. On behalf of the workmen, four witnesses were examined, namely, (i) K. S. B. Pillai, an employee in General Assurance Society Ltd., Bombay, who is also the Joint Secretary of All India Insurance Employees' Association, (ii) Bhupendra Chandra Das, who is an employee under Hercules Insurance Company Ltd., (iii) P. P. Ravindranathan, who is an employee under the employer company, the National Insurance Company Limited and (iv) Akkur M. Kundu, who is employee under the British India General Insurance Company Limited. K. S. B. Pillai claims to have negotiated with several insurance companies, in his capacity as Joint Secretary of All India Insurance Employees' Association and also claims to have succeeded in arriving at several bipartite settlements. The settlements, which he succeeded in bringing about, were:

- (a) Ext. B, Settlement with Jupiter General Insurance Company Limited
- (b) Ext. C, Settlement with Indian Trade and General Insurance Company Limited
- (c) Ext. D, Settlement with Oriental Fire and General Insurance Company Limited.
- (d) Ext. E, Settlement with General Assurance Society Limited.

He, however, does not depend upon those settlements in respect of the claim for gratuity, in the instant reference. He says that because of the judgment of the Supreme Court in Calcutta Insurance Company's case and also because of certain later agreements and settlements, the workmen are now entitled to better provisions for gratuity. Financially, he says, Oriental Fire and General Insurance Company Limited and Jupiter General Insurance Company Limited are comparable units to the employer company, the National Insurance Company Limited, and provision for house rent allowance and sick-leave should not be different in the employer company. He, however, admits that in General Assurance Society Limited, where he serves, there is no provision for house rent allowance.

14. The second witness for the workmen, named Bhupendra Ch. Das, is an employee of the Hercules Insurance Company Limited. He says that the subordinate staff of his Calcutta office receive house rent allowance but the clerical staff do not. He further says that the employees in his office get sick leave upto 15 days a year, which may accumulate upto 50 days. This is, he says, in addition to privilege leave and casual leave.

15. The next witness, P. P. Ravindranathan, himself an employee of National Insurance Company Limited, claims to have been the Secretary of National Insurance Employees' Union between 1957 to 1961 and after the former union merged with the General Insurance Employees Association, he claims to have become the General Secretary of the latter Association and then its Vice-President. Now, he says, he is the Assistant Secretary of the Eastern Zone Insurance Employees' Association and a member of the General Insurance Sub-Committee of the All India Insurance Employees' Association. He proved a settlement of industrial dispute, *inter alia*, on gratuity, retirement age and leave (including sick leave) with the Hindustan Insurance Society Limited (Ext. J). He also gave a history of industrial disputes in which the employer Insurance Company became involved since 1955 and also spoke of the manner in which disputes were resolved (Exts. G to Ext. I). The present dispute, he said, started with a charter of demand submitted on June 1st 1965, *inter alia*, on (i) house rent allowance, (ii) gratuity, (iii) retirement age, (iv) sick leave. The employer company by its letter, dated June 24th 1965 (Ext. J) rejected the claims. All attempts at conciliation also failed, as appear from Exts. K and L, and the dispute was ultimately referred to the present industrial adjudication. According to this witness, the disputes were taken up by all the branches of the employer Insurance Company Limited and he relied upon Exts. M to Q in support of this version. This witness also said:

"The demand for house rent allowance is based firstly because of poor wage structure of the company and secondly the dearness allowance is not linked with the cost of living index. Thirdly, the rate of rent is daily increasing in almost all the cities and towns. Lastly, because there is a trend in the insurance industry to grant house rent allowance, and also in the Life Insurance Corporation. **** Our demand for increasing sick leave provision is that the provision for sick leave is very meagre in this company. In other companies the employees get a longer period of sick leave."

16. The last witness examined on behalf of the workmen was Akur Mohan Kundu, an employee of British India General Insurance Company Limited. He proved certain service rules of British India General Insurance Company Limited (Ext. U), allowing both short and prolonged sick leave to the employees.

17. On behalf of the employer company, R. N. Gupta, Superintendent of Administration at the Head office, gave evidence. According to this witness, the employer company has its Head Office in Calcutta and branches throughout India, including one at Calcutta, and also branches in some foreign countries. He said that about 260 persons were employed in the different branches and in Calcutta alone there were 65 employees. This witness controverted the evidence of Ravindranathan about merger of trade unions and stated that the Calcutta employees have a Trade Union of their own and that there was no merger of this union with any All India body. This witness also spoke about the profits and loss of the employer company in different years and I shall refer to that hereinafter. So far as the house rent allowance was concerned, this witness said:

"It is true that some of the officers get house rent allowance, namely, those who are transferred to elsewhere from their original place of appointment. In the case of non-officers, there is no rule for giving house rent allowance but in case of their transfer from the place of original appointment to elsewhere favourable consideration may be accorded."

What this witness wanted to impress upon the tribunal was that regard being had to the financial condition of the employer company, particularly after the closure of the Thailand branch, it was not possible to concede to the workers demand. Further, he said, there was a Provident Fund scheme in the employer company, to which the employer contributed 8-1/3 per cent of the basic salary of the employees. Thereby he wanted to say that the Provident fund was good enough retiral benefit. He appeared to be afraid that by spending more on workmen, the company might exceed the expense ratio under the Insurance Act and the Rules thereunder framed and incur the displeasure of the Controller of Insurance. I may have to refer to further details of the evidence of this witness as I proceed to examine the claims of the workmen item by item.

18. Before I proceed further, I need notice at this stage, that for the years 1959, 1960 and 1962, the present employer Insurance Company was warned for contravening the provisions of Section 40C of the Insurance Act, 1938, with respect to the expenses of management (*vide* items 4, 5, 6, 7, 8, and 9 of the bundle of documents collectively marked Ext. 5). It also appears that for the year 1965, the employer Insurance company was served with a notice of contravention of the provisions of Section 40C of the Insurance Act (*vide* item 10 of the bundle of documents collectively marked Ext. 5). It does not, however, appear whether the employer company was also warned for that year. I do not, however, think that because of the warnings, I should not add to the management expenditure of the employer company, by conceding to the demands of the workmen, even if social justice so demands. I do not also think that any increase in management expenditure, because of an industrial award, invites the mischief of Section 40C.

19. I need also clear the ground of a doubt expressed by Mr. A. K. Dutt, learned Advocate for the employer company, as to the extent and scope of the reference before this tribunal. Mr. Dutt contended that the dispute was confined to the workmen of the employer company at Calcutta. He did not, however, make it clear whether by "workmen of the employer company at Calcutta", he meant the workmen at the head office of the employer company or at the Calcutta branch office or at both the places. I shall, however, proceed on the basis that he meant both the sets of workmen whether employed at the head office or at the Calcutta branch office. The only ground in support of this contention was the language used in the order of reference, namely "Demand of the workmen of the National Insurance Company Limited, Calcutta". According to Mr. Dutt, if the workmen of the National Insurance Company Limited, both at Calcutta and outside were meant, then the word 'Calcutta' would not have been added after the words "National Insurance Company Limited". In my opinion, there is little substance in the contention urged by Mr. Dutt. It is not disputed that the National Insurance Company Limited has its registered office in Calcutta and branches in different parts of India as also at places outside India. The addition of the word 'Calcutta' after the words 'National Insurance Company Limited' was, in my opinion, merely descriptive of the employer company and not indicative of the fact that the dispute was limited to the Calcutta workmen of the National Insurance Company Ltd. If only the dispute of the Calcutta workmen of the National Insurance Company Limited was intended to be referred to this tribunal, then the proper language should have been, "Whether the demand of the workmen at the registered office and branch office of the National Insurance Company Limited at Calcutta for payment of house rent allowance and for improving the existing service condition relating to gratuity, age of retirement and sick leave are justified?" There are other reasons also which induce me to reject the argument of Mr. Dutt. It appears from Ext. J that the dispute was raised not by the smaller trade union of the Calcutta employees but by the bigger union of the employees known as the General Insurance Employees' Association. It also appears from Exts. M to Q that the employees at Madras, Gujarat and Nagpur offices of the employer company adopted the dispute and wanted to become parties to the charter of demand. Mr. Dutt no doubt argued that the charter of demand had been submitted as far back as June 1, 1965 and the rejection thereof by the employer company took place on June 24, 1965. The step taken by the employees at Madras, Gujarat and Nagpur offices of the employer company were all taken between November, 1965 and July, 1966, that is to say long after the rejection of the charter of demand by the employer company. What Mr. Dutt wanted to argue was that the employees outside Calcutta were never factually parties to the charter of demand when made but sought to become parties thereto after the same had been rejected. According to him, this sort of attempted participation in a rejected charter would not make the non-Calcutta employees parties to the dispute. In my opinion, the later attempts to participate may have been over doing but the original charter of demand submitted by the General Insurance Employees' Association does not appear to be limited to the Calcutta employees only. Nor does the language of the reference, in my reading, delimit the dispute to only Calcutta employees. I, therefore, hold that the industrial dispute, in the instant case, concerns the employees of the National Insurance Company Limited as a whole wherever they might be serving and did not concern the Calcutta employees only.

(i) *Claim for Gratuity:*

20. I now turn to consider the claim of the workmen for gratuity. It is not the case of the workmen that there is no gratuity scheme in the employer company. The gratuity scheme that exists in the employer company is set out hereinbelow:

"3. Gratuity will be paid to the clerical staff and sub-staff in future on the terms and conditions as mentioned below:

- (1) On the death of employee while in the service of the company—One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary.
- (2) On retirement from service after completion of 15 years continuous service—Fifteen months' basic salary.
- (3) On termination of service by the Company except on grounds of gross negligence of duty, misconduct and fraud—One month's basic salary for each completed year of service but not more than 15 months' basic salary.

Of course no employee will be entitled to gratuity for the period less than 5 years' service. The salary for the purpose of calculating gratuity shall be the average basic salary during the 12 months next previous death, retirement or termination of service as the case may be."

The criticism levelled against the existing scheme is four-fold:

- (a) Injustice behind ineligibility to gratuity before completion of 5 years' service, even in the case of death or permanent disability of an employee.
- (b) Injustice behind ineligibility of a retiring employee to gratuity before completion of 15 years of service.
- (c) Injustice behind ineligibility to gratuity in case of termination of service of an employee on grounds of misconduct, irrespective of the gravity thereof.
- (d) Unfairness in fixing the maximum limit of gratuity at 15 months' salary.

21. Now, gratuity ordinarily imports the idea of gift or present in return of faithful service. Originally, gratuity used to be treated as payment gratuitously made by the employer to the employee, at its pleasure. At present, however, gratuity is regarded as a legitimate benefit which workmen may claim and which, in a proper case, may give rise to an industrial dispute. In the case of *Indian Oxygen and Acetylene Company Limited Employees Union vs Indian Oxygen and Acetylene Company Limited*, (1956) 1 LLJ, 435 at page 436, it was observed:

"....Where an employer company has the financial capacity, the workmen would be entitled to the benefit of gratuity in addition to the benefits of the Provident Fund.In considering the financial capacity of the concern what is to be seen is the general financial stability of the concern....The factors to be considered before granting a scheme of gratuity are the broad aspects of the financial condition of the concern, its profit earning capacity, the profit earned in the past, its reserve and the possibility of replenishing the reserves, the claim of capital put, having regard to the risk involved, in short, the financial stability of the concern."

The Supreme Court made the same observations in *Express Newspaper (Private) Limited vs Union of India*, (1961) 1 LLJ 339. In a controversy as to whether the employer has the requisite financial capacity to bear, the burden of gratuity, the onus is upon the employer to prove the negative, if he wants to escape the burden. This is not disputed.

22. Up to this stage, 15 years' of continuous service was treated as the minimum requisite for eligibility to gratuity on retirement. Later on, however, the Supreme Court pointed out that 15 years' of continuous service was not a rule of Universal application (vide *Calcutta Insurance Co. Ltd. vs. their workmen*, (1967) 11 LLJ at page 7. Then again in *The Garment Cleaning Works vs its workmen*, (1961) 1 LLJ 513, the question which came up for consideration before the Supreme Court was, whether an award providing for gratuity on retirement or resignation of a workman after 10 years' service at 10 days' consolidated wages for each year's of service should be upheld. The contention put forward on behalf of the employer was that the minimum period of service entitling a workman to gratuity should be fixed at 15 years. This contention was repelled with the following observation:

"Gratuity is not paid to the employee gratuitously or merely as a matter of boon. It is paid to him for the service rendered by him to the employer, and when it is once earned, it is difficult to understand why it should necessarily be denied to him whatever may be the nature of misconduct for his dismissal.If the misconduct for which the service of an employee is terminated has caused financial loss to the works, then before gratuity could be paid to the employee he is called upon to compensate the employer for the whole of the financial loss caused by his misconduct; after this compensation is paid to the employer if any balance from gratuity claimable by the employee remains, that is paid to him."

The opinion expressed in that case was that gratuity was earned by the employee for long and meritorious service and consequently it should be available to him even though at the end of such service he may be found guilty of misconduct entailing his dismissal.

23. On the financial aspect of gratuity scheme, the following observations were made by G. K. Mitter, J. in *Calcutta Insurance v. Their workmen* (1967) 11 LLJ 1

"On the financial aspect of a gratuity scheme, we were referred to the case of *Wenger and Co. and others v. their workmen* (1963) 11 LLJ 403. There it was observed by this Court that the problem of the burden imposed by the gratuity scheme could be looked at in two ways. One was to capitalize the burden on actual basis which would show theoretically that the burden would be very heavy, and the other was to look at the scheme in its practical aspect and find out how many employees retire every year on the

average. According to this Court, it was this practical approach which ought to be taken into account."

Further, commenting on Wenger and Co.'s case (Supra) his Lordship said:

"Further, it was held that the award providing for payment of gratuity for a continuous service of two years and more, termination of service for whatever reason except by way of dismissal for misconduct involving moral turpitude was unduly liberal. This Court ordered deletion of the words 'involving moral turpitude' from the provision of gratuity and directed that for termination of service caused by the employer the minimum period of service for payment of gratuity should be five years and in regard to resignation, the employee should be entitled to get gratuity only if he had ten years' completed service to his credit."

In Calcutta Insurance Co.'s case (Supra) his Lordship further laid down the following other principle:

"In British Pants (India), Ltd. v. its workmen (1966 I LLJ 407) the tribunal had fixed five years' minimum service as the qualifying period to enable a workman to earn gratuity which was payable in case of death or discharge or voluntary retirement on grounds of medical unfitness or resignation before reaching the age of superannuation, retirement on reaching the age of superannuation or termination of service by the company for reasons other than misconduct resulting in loss to the company in money and property. In that case the Court observed that the reason for providing for a longer minimum period for earning gratuity in the case of voluntary retirement or resignation was to see that workmen do not leave one concern after another after putting the short minimum service qualifying for gratuity. It was said that a longer minimum in the case of voluntary retirement or resignation makes it more probable that the workmen would stick to the company where they were working. Ultimately, this Court modified the gratuity scheme and ordered that in the case of voluntary retirement or resignation by the employee before reaching the age of superannuation, the minimum period of qualifying service for gratuity should be ten years and not five years.

* * * *

We do however feel that a workman should not be entitled to any gratuity on resignation only after five years of completed and confirmed service and that in case of resignation this period should be raised to ten years. We also hold, following the principles laid down in the former decisions of this Court, that a workman, who is dismissed for misconduct, should be entitled to receive gratuity only after completion of fifteen years of service on the ground that gratuity is a reward for long and meritorious service, and further that, in cases where the misconduct for which the workman is dismissed entailed financial loss to the company, the company would be entitled to set off the loss from the amount of gratuity payable."

24. To summarise what has been stated in the different Supreme Court judgments, referred to above:

- (a) The benefit of gratuity is available in addition to benefits of Provident Fund.
- (b) Fifteen years of continuous and meritorious service is too long a period and should be reduced to five years in cases of termination of service by the employer for reasons other than misconduct causing financial loss to the employer and ten years in cases of voluntary retirement before reaching the age of superannuation and of resignation.
- (c) In case of dismissal for misconduct, the workmen should be entitled to receive gratuity only on completion of fifteen years of service and further where the misconduct entails financial loss to the company, the company would be entitled to set off the loss against the amount of gratuity payable.
- (d) The financial capacity of the employer to bear the burden of gratuity should be determined by a practical approach to the question, namely by determining how much would become annually payable by way of gratuity.

In the instant case, there is little evidence to show that the financial burden to be thrown on the employer company, by modernising the gratuity scheme will be too heavy. It appears from the Director's Report to Shareholders for the years ending December 31, 1963, December 31, 1964, December 31, 1965, December 31, 1966 and December 31, 1967 (Exts. R. and Exts. 2 to 4), that:

- (a) For the year 1963, the company had an..... Rs. 1,63,917 available profit of

(b) For the year 1964, the company had an available profit	Rs. 2,58,679
(c) For the year 1965, the company had an available profit of	Rs. 4,99,860
(d) For the year 1966, the company had an available profit of	Rs. 4,13,234
(e) For the year 1967, the company had an available profit of	Rs. 4,64,519

The above figures do not give a dismal financial picture of the employer company and it is impossible to hold that the company cannot shoulder the practical burden of a modernised gratuity scheme. The closure of Thailand branch, because of unprofitability, does not cause much difference in the picture given above.

25. The question that remains for my consideration is whether 15 months' basic salary, as the maximum gratuity, is much too niggardly. On this point, the following observation by the Supreme Court in *Hindustan Antibiotics, Ltd. v. Their workmen* (1967) 1 LLJ 114 at p. 129 (per Subba Rao, C. J.) is worthy of consideration:

"Nor can we agree with the argument of Sri Setalvad that the tribunal should have given twenty months' basic salary as gratuity. In the nature of things, a particular ceiling for gratuity cannot be fixed. It depends upon the facts of each case. The tribunal has taken all the relevant circumstances including the fact that the company was contributing to the employees' provident fund at the rate of 8-1/3 per cent instead of 6-1/4 per cent and also the fact that part of the dearness allowance was included in the basic wage. We do not see any error of law or anything contrary to the practice obtaining in industrial adjudication to compel us to interfere with the details of the said scheme. They are quite fair and equitable." "

In this case also, it appears that the employer company contributes 8-1/3 per cent of the basic salary to the Provident Fund (*vide* evidence of R. N. Gupta examined by the employer company). It further appears from the recent judgment of the Supreme Court in Civil Appeals Nos. 693 and 841 of 1966 (*National Insurance Co. Ltd. v. Their workmen*) that the employer company has to pay dearness allowance at the following rate:

"Dearness allowance payable to employees in Grade D and E shall be 160 per cent of the basic pay as fixed by the Tribunal. So far as Grade A, B and C are concerned the dearness allowance payable to employees in these grades shall be 100 per cent on the first one hundred of their basic pay, 80 per cent on 2nd hundred and 40 per cent on the balance."

In most of the memoranda of settlements produced on behalf of the union of workmen, to which reference has already been made, 15 months' basic salary appears to be the accepted figure of gratuity. For the aforesaid reasons, I do not think that any ground for interference with the ceiling fixed for gratuity has been made out. In the view that I take, I modify the provision for gratuity, that now exists in the service rules of the employer company (item 1 of Ext. 5) and after modification the provisions shall stand as hereinafter stated:

Gratuity will be paid to the clerical staff and sub-staff in future on the terms and conditions as mentioned below:

- | | |
|---|---|
| (1) On the death of employee while in the service of the company. | One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary. |
| (2) On retirement from service after completion of 10 years of continuous service. | One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary. |
| (3) On termination of service by the company, after five years of continuous service excepting on the ground of misconduct causing financial loss to the company. | One month's basic salary for each completed year of continuous service but not more than 15 months' basic salary. |
| (4) On voluntary retirement before reaching the age of superannuation or resignation by the employee after completing 10 years of continuous service. | One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary. |

- (5) On dismissal for misconduct causing no financial loss to the employer company after completion of 15 years of continuous service.
- (6) On dismissal for misconduct causing financial loss to the company after completion of 15 years.

Fifteen months' basic salary and no more.

15 months' basic salary. From the above amount, however, the employer company will be at liberty to subtract the amount of loss.

(ii) *Age of Retirement:*

26. The age of retirement, under the service rules is 58 years, with liberty to the directors of the employer company to extend the period of service. Before I proceed further to consider this point, I need remind myself of certain observations of the Supreme Court in this context. In the case of *Guest, Keen, Williams (Private) Ltd., vs. Sterling (P.J.) and others.* (1959) II LLJ 405 at page 415, Gajendragadkar, J. (as he then was) observed:

"In fixing the age of superannuation industrial tribunals have to take into account several relevant factors. What is the nature of the work assigned to the employees in the course of their employment? What is the nature of the wage structure paid to them? What are the retirement benefits and other amenities available to them? What is the character of the climate where the employees work and what is the age of superannuation fixed in comparable industries in the same region? What is generally the practice prevailing in the industry in the past in the matter of retiring its employees? These and other relevant facts have to be weighed by the tribunal in every case when it is called upon to fix an age of superannuation in an industrial dispute."

Later on, in *Dunlop Rubber Company (India), Ltd. and its workmen* (1959) II LLJ 826 at page 828, Wanchoo, J. (as he then was) observed:

"We may in this connection refer to a recent decision of this court in *Guest, Keen, Williams (Private) Ltd., Calcutta v P. J. Sterling and others* (1959-II LLJ. 405), where the age of superannuation of employees in service before the standing orders came into force in that concern was fixed at 60 years. In these circumstances, if the tribunal thought that it would be fair to fix 60 years as the age of retirement for clerical staff in spite of the fact that in the agreement of 1956 the retirement age was fixed at 55 years, it cannot be said that the tribunal's order was not in accord with the prevailing conditions in many concerns in that region."

Still later on, in the case of *Workmen of Jessop and Co. Ltd. and Jessop and Co. Ltd., and others*, (1964) I LLJ 451 at page 455, Wanchoo, J. (as he then was) again observed:

"We feel however that the time has now come for increasing the age of retirement in the case of clerical staff and subordinate staff. The question was considered by this Court in *Guest, Keen, Williams (Private), Ltd. v. P. J. Sterling and others* (1959-II LLJ. 405) and the consideration to be taken into account in fixing the date of retirement were there indicated. Bearing those considerations in mind we are of opinion that age of retirement for clerical staff should be increased as a first step to 58."

It is noteworthy that his Lordship stopped at 58 instead of going upto 60 only as a first step. If I have understood the judgement correctly, his Lordship meant to indicate that there was scope for further raising the retirement age. Lastly, in the case of *British Paints (India) Ltd. vs. Its workmen.* (1966) I LLJ 407 at page 409, Wanchoo, J. (as he then was) said:

"Considering that there has been a general improvement in the standard of health in this country and also considering that longevity has increased, fixation of age of retirement at 60 years appears to us to be quite reasonable in the present circumstances. Age of retirement at 55 years was fixed in the last century in Government service and had become the pattern for fixing the age of retirement everywhere. But time, in our opinion, has now come considering the improvement in the standard of health and increase in longevity in this country during the last fifty years that the age of retirement should be fixed at a higher level, and we consider that, generally speaking, in the present circumstances, fixing the age of retirement at 60 years would be fair and proper, unless there are special circumstances justifying fixation of a lower age of retirement."

Considering what has been stated by the Supreme Court and further considering that workmen, in an insurance company, are not required to do vigorous work and also considering that 60 years as the retiring age has been recognised in some of the insurance companies, say, in Hindustan General Insurance Society Limited and Indian Trade and General Insurance Company Limited, as appears from Ext. F and Ext. C, I think that the age of retirement, in the instant reference should be raised to 60 years.

(iii) *Sick leave:*

27. Provision for sick leave, as contained in the service rule of the employer is set out below:

- "2 (c) Medical leave: Besides Privilege leave an employee may also be given Medical leave in case of prolonged illness when the actual period of leave may not be covered by the Privilege leave, Medical Leave will be counted at the rate of 5 days per year of service. In case of an employee with service of ten years or more, in the event of serious and prolonged illness when the period is not covered by medical leave due, a further leave may also be granted to him for half the number of days of privilege leave which may not have availed of during the period of service but to which he was entitled. If the illness still persists such employee may be granted further leave at half pay for a period not exceeding 3 months and thereafter he may be granted further leave without pay for a further period of 9 months.

When an employee has suffered from such prolonged illness a certificate from a Doctor authorised for the purpose by the Company will be required to be produced before he rejoins.

- * * * * *
- 5 (a) Sick leave of short duration will be treated as casual leave but if there is no casual leave due, it will be adjusted against accumulated privilege leave, if any.
6. When an employee after putting a long service falls a victim to illness for a continuous long period, his case may be liberally considered even if he may not have any accumulated leave at his credit at the time. Such leave if granted, will be treated as 'special leave' and is not to be treated as precedent.
7. The above rules do not necessarily limit the discretionary powers of the management who may treat deserving cases liberally without establishing any precedent."

It was contended, on behalf of the employer company, that regard being had to the existence of other classes of leave granted to the employees, namely, privilege leave, casual leave and holidays, the extent of sick leave, as it now stands, should not be interfered with. I am not satisfied. Sickness is a misfortune which may befall everybody. The consideration on which other classes of leave are granted and the consideration on which sick leave need to be granted are different. Sickness is a compelling circumstance which physically disables a man and makes him take rest. Social justice demands that a sick man must not be compelled to work, in so far as it can be helped. I do not mean to say that if a man falls sick and remains sick for a long time, he must have the right to sick leave until recovery. What I mean to say that some reasonable period of sick leave should be granted to all employees. Again, adjustment of short period of medical leave against casual leave or privilege leave, as under Rule 5 (a), seems to have little justice behind it. I, therefore, award that there should be at least 15 days' Sick-leave per year, on full pay, granted to each employee. So much of Rules 2 (c) and 5 (a) of the Service Rules of the company as provide for adjustment of medical leave against casual leave or privilege leave shall no longer be enforceable and be deemed to be non-existent. In Rule 2 (c) the extent of medical leave shall be raised to 15 days per year. The Rule, however, shall not otherwise be modified. Nothing herein contained shall interfere with the other discretionary or further sick leave, which the company now grants to the employees under its service rules. The period of sick leave shall be allowed to be accumulated upto 45 (forty-five) days in the total.

(iv) *House rent:*

28. The opinion generally expressed by the Supreme Court, say for example, in *Patna Electric Supply Co. Ltd. vs. Patna Electric Supply Workers Union* (1959) II LLJ, 366. *Tocklat Experimental Station Vs. Its workmen*, (1961) II LLJ, 694 and *Mohammed and Sons Vs. Their workmen* (1968) I LLJ, 536 is that time has not matured to throw the burden of housing accommodation on the industry alone. Here, however, we are not concerned with any case of housing accommodation but only with the claim of contribution towards house rent. The ground on which this demand is made is the general and the vague ground of ever-rising trend of house rent in towns and cities and also because such house rent is being allowed by some progressive employers. This claim was sought to be

repelled with the contention that provision for house rent stood included in wages and need not be separately provided.

29. Now, in the case of *Workmen of Calcutta Electric Supply Co. Ltd. vs. Calcutta Electric Supply Corporation* (1952) LAC 280, the Labour Appellate Tribunal observed that "the item of house rent is ordinarily taken into account in fixing wages....the increase in the house rent is also taken into account in fixing dearness allowance." Same view also was repeated by the Labour Appellate Tribunal in the case of *Workmen of Karamchand Thapper and Bros. vs. Karamchand Thapper and Bros.* (1953) LAC 152. In the instant case, I find that in the recent judgment between the same parties the Supreme Court fixed a fair scale of dearness allowance for the workmen, and also approved of the wage scales as fixed. I do not think that the Supreme Court over looked considerations of house rent in doing so. I further find that excepting in cases of companies like New India Insurance Company Ltd. and Oriental Fire and General Insurance Co. Ltd., other insurance companies are not giving anything towards house rent separately. How far the aforesaid two insurance companies are comparable units is debatable. I do not, therefore, think that this claim should be upheld at this stage.

30. In the result, (a) I disallow the claim for house rent allowance; (b) I modify the provision for gratuity, as indicated in paragraph 25 of the award; (c) The age of retirement is raised from 58 years to 60 years, as in paragraph 26 of the award; and (d) the period of Sick leave is also increased from 5 days to 15 days in a year, as in paragraph 27 of the award.

I make an award accordingly.

(Sd.) B. N. BANERJEE,
Presiding Officer

Dated, the 22nd October 1968

[No. 70/9/67-LR.III.]

New Delhi, the 13th November 1968

S.O. 4148.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the Punjab National Bank Ltd., Delhi and their workmen, which was received by the Central Government on the 6th November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI

PRESENT:

Shri R. K. Baweja, Central Government Industrial Tribunal, Delhi.

Dated, the 28th October, 1968

REFERENCE I. D. No. 5 OF 1967

BETWEEN

The employers in relation to the Punjab National Bank Limited,

AND

Their Workmen.

Shri H. C. Jain—for the management.

Shri Ram Lal Ahuja—worker concerned

AWARD

The Government of India, in the Ministry of Labour and Employment (Deptt. of Labour and Employment), New Delhi vide its order No. 51/29/67-LR.III dated the 26th of May, 1967 referred the following dispute between the aforesaid parties to this Tribunal for adjudication :—

"Whether having regard to the settlement dated 24th April, 1962 arrived at before the Chief Labour Commissioner (Central), New Delhi the action of the management of the Punjab National Bank Limited, Head Office, New Delhi in reverting Shri R. L. Ahuja, Supervisor, Civil Lines, Delhi, with effect from 11th September, 1966 was justified? If not, to what relief is he entitled?"

2. When the case came up today for hearing before me, Shri Ram Lal Ahuja, the concerned workman made a statement that as his case had already been withdrawn by the

union, he did not want to contest and withdraw from the case. In view of the above statement of the concerned workman, I have no alternative but to pass an award that the dispute stands withdrawn, 28th October, 1968.

(Sd.) R. K. BAWEJA,

Central Government Industrial Tribunal, Delhi

[No. 51/29/67-LR.III.]

New Delhi, the 23rd November 1968

S.O. 4149.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Vulcan Insurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 6th November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE NO. CGIT-32 OF 1967

PARTIES:

Employers in relation to the Vulcan Insurance Company Ltd., Bombay.

And

Their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri M. A. Gagrati, Advocate with Shri V. C. Setalvad, General Manager.

For the workmen.—Shri N. M. Shukla, General Secretary, Shri M. J. Morparia, Vice-President, Vulcan Insurance Company Ltd. Staff Union. Shri D. T. Bengali the workman concerned in the dispute in person.

STATE : Maharashtra.

INDUSTRY : General Insurance.

Bombay, the 25 October, 1968

AWARD

The Government of India, Ministry of Labour and Employment have by their Order No. 70/2/67-LR.III, dated 2nd November, 1967 referred to this Tribunal an industrial dispute existing between the employers in relation to the Vulcan Insurance Company Ltd., Bombay and their workmen in respect of the subject matter specified in the following schedule:—

SCHEDULE

“Whether the management of Messrs. Vulcan Insurance Company Limited, Bombay was justified in discharging Shri D. T. Bengali from service with effect from the 8th October, 1966? If not, to what relief is the workman entitled?”

2. The workman Shri D. T. Bengali was in the employ of the Vulcan Insurance Company Ltd.. The company has by its written statement alleged that Shri Bengali was employed as general-clerk-cum-typist from the year 1955. He was a permanent employee and was attending to the work in the marine, fire and miscellaneous departments and was doing typing work also. His work was found unsatisfactory and he has been given oral warnings by his superiors to show improvement in his work. But in spite of the warnings no improvement was noticed and in the month of April 1965 he was charge-sheeted for negligence in the performance of his duties and for remaining absent without leave but as he unconditionally apologised the proceedings were dropped.

3. It is alleged that the Surat Branch of the company received one letter from Shri H. M. Shah, Bombay, intimating them of a marine claim. The letter contained the particulars of goods lying in the Bombay Docks. It was the duty of Shri Bengali to inform the head office in Bombay immediately for deputing a surveyor. But he neither attended to the letter nor did he hand over the letters to the officer-in-charge but went on leave

Secondly Shri Bengali was requested on 'phone' by the Central Bank of India Ltd., to renew the fire policy account of Messrs. Panna Knitting Industries, which was due on 11th June 1966 but the Policy was not issued by Shri Bengali, and when he was asked he took up an attitude of gross insubordination and wrote a letter to the Deputy Branch Secretary in offensive language and made serious allegations.

4. The Divisional Manager thereupon reported to the head office of the company that this type of insubordination and negligence in duties on the part of Shri Bengali did not augur well for healthy atmosphere and discipline in the office and suggested necessary action to be taken against him whereupon the head office called upon Shri Bengali to give a written explanation for negligence of his duties and for insubordination. He was charge-sheeted and an enquiry was held against him. Though Shri Bengali was present at the time of the enquiry he refused to participate in it and the enquiry was held ex-parte. The enquiry officer found that Shri Bengali was guilty of the misconducts and he submitted his report to the management holding that the charges levelled against Shri Bengali were proved. Thereupon the management informed Shri Bengali by its letter dated 5th October 1966 that he was discharged from service and that he would be paid one month's wages.

5. The workman Shri Bengali who is a member of the Vulcan Insurance Company Ltd. Staff Union has by his written Statement denied all the allegations and has contended that he was appointed a permanent employee of the company as a typist and it was not his duty to do any other work which was to be executed by officers acting in a managerial capacity. He has alleged that in the year 1965 when the applicant became a member of the General Insurance Employees' Union at Ahmedabad the opponent became displeased with him and ever since till the discharge from service the company developed an unhappy attitude towards him. He has denied the allegations about negligence and has contended that the charge sheet was null and void inasmuch as the duties referred to were the duties involving managerial functions or the functions of officers. He was merely a typist and he had nothing to do with the discharge of the duties and responsibilities referred to in the charge-sheets. He has also alleged that the management was motivated by *mala fide* intentions. The enquiry was not proper and this Tribunal should set aside the order of discharge and reinstate the workman.

6. When the matter was fixed for hearing the parties negotiated the dispute and it was therefore adjourned for settlement. They have settled the matter amicably and have filed an application dated 18th October 1968 together with the terms of settlement praying that an award may be in terms of the same.

7. According to the terms of the settlement the workmen Shri D. T. Bengali is to be treated as having resigned from the service of the company with effect from 8th October 1966 and in view of this the order dated 5th October, 1966 terminating his services shall be treated as withdrawn. The company has also agreed to pay Shri Bengali his salary from 1st to 8th October 1966, his gratuity, bonus, provident fund including the company's contribution, leave salary and an additional *ex-gratia* payment totalling Rs. 5,000. The terms of settlement are signed by the General Manager and Advocate for the company, the General Secretary and Vice-President of the Union and Shri D. T. Bengali himself. Shri Bengali was working as a typist and as he is deemed to have resigned from service there is no question of any stigma to be attached to the termination of his services. In the terms of settlement are fair and reasonable and I accept "

pass an award in terms of the said settlement annexure 'A' which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMBRE, Presiding Officer,
Central Govt. Industrial Tribunal, Bombay

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE NO CGIT-32 OF 1967

BETWEEN

Shri Dineshchandra Thakordas Bengali--Applicant.

AND

The Vulcan Insurance Co. Ltd., Bombay Opponent.

In the Matter of reinstatement of Shri D. T. Bengali

MAY IT PLEASE THE HONOURABLE TRIBUNAL,

The parties abovenamed have reached the following settlement in respect of the above-mentioned matter and pray that an Award be made in terms thereof.

TERMS OF SETTLEMENT

1. That Shri D. T. Bengali shall be treated as having resigned from the services of the Company with effect from 8th October, 1966. In view of this the Order dated 5th October, 1966 terminating his service shall be treated as withdrawn and the enquiry against him shall be treated as not held.

2. That the Company shall pay Shri D. T. Bengali the following sums in full and final settlement of all his claims against the Company and in consideration of which he shall have no claim either for reinstatement or re-employment with the Company.

(1) Salary from 1st to 8th October 1966	Rs. 43.87
(2) Gratuity	1,100.00
(3) Additional <i>ex-gratia</i> payment	1,619.52
(4) <i>Ex-gratia</i> Bonus (Two months basic)	200.00
(5) Provident Fund including Company's contribution upto October 1966.	1,696.61
(6) Leave-Salary (Two months)	340.00
TOTAL	5,000.00

3. The payment under this settlement will be made within ten days.

For the Vulcan Insurance Company Ltd., Bombay.

(Sd.) V. C. SETALVAD, General Manager.

For the Vulcan Insurance Co. Ltd., Staff Union

(Sd.) M. A. GAGRAI,
Advocate for the Company

(Sd.) N. M. SHUKLA, General Secy.

(Sd.) M. J. MORPARIA, Vice-President.

(Sd.) D. T. BENGALI, Applicant.

Bombay, the 18th October, 1968

[No. 70/2/67-LR(III).]

ORDERS

New Delhi, the 12th November 1968

S.O. 4150.—Whereas, the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the Vysya Bank Limited, Bangalore and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Mohammed Najmuddin, as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkoile, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

(1) Having in view paras 513 and 22.2(b) of the Bi-partite settlement dated the 19th October, 1966 between the management of the Banks as represented by the Indian Banks Association, Bombay and their workmen as represented by the All India Bank Employees Association and All India Bank Employees Federation whether the management of Vysya Bank Ltd. was justified in denying Duftry Allowance to Shri B. Venkataswamy,

subordinate staff of the Siddiambur Bazaar branch of Hyderabad? If not, to what relief is the workman entitled?

(2) Whether the management of Vysya Bank Limited was justified in denying the arrears of cash peon allowance from the 1st July, 1966 to the 31st March, 1968 to Shri B. Yadagiri, subordinate staff in the Secunderabad Branch of the Bank? If not, to what relief is the workman entitled?

[No. F.23/73/68-LR.III.]

S.O. 4151.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Baroda Limited, Baroda and their workmen in respect of the matters specified in the schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the termination of service of Shri K. P. Thakore, probationary clerk in the Kota Branch of the Bank of Baroda Limited, Baroda with effect from the 10th March, 1968 by the management of the Bank of Baroda Limited, Baroda was an act of victimisation. If so to what relief is he entitled?

[No. 23/72/68/LR.III.]

New Delhi, the 14th November 1968

S.O. 4152.—Whereas the industrial disputes specified in the Schedule hereto annexed were pending before Shri Ishwar Das Pawar, Presiding Officer, Industrial Tribunal, Chandigarh.

And whereas Shri Ishwar Das Pawar has retired and his services are no longer available;

And whereas for the ends of justice and convenience of the parties, the disputes specified in the Schedule hereto annexed should be disposed of without further delay;

Now, therefore, in exercise of the power conferred by section 7A, and sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri P. P. R. Sawhney as the Presiding Officer, with headquarters at Chandigarh, withdraws the proceedings in relation to the said disputes from Shri Ishwar Das Pawar, and transfers the same to the said Industrial Tribunal, Chandigarh, for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

S.No.	Reference No.	Name of Parties	Notification No.
1.	8 C-67	Workman V/s Punjab Co-operative Bank Ltd., Amritsar.	No. 51/48/67-LR.III dated 7th September, 1967.
2.	7/C-67	Workman V/s State Bank of Patiala, Patiala	No. 5/8/67/LR-III dated 29th August, 1967.
3.	3/C-64	Workman V/s Dalmia Dadri Cement Works, Charkhi Dadri.	No. 22/7/64-LR-I, dated 6th July, 1964.
4.	10/C-6	Workman V/s Dalmia Dadri Cement Works, Charkhi Dadri.	No. 36/8/68-LR-I dated 29th May, 1968.
5.	New Case. Still not registered.	Do.	No. 36/13/67-LR-I, dated 21st June, 1968.

S No	Reference No	Name of Parties	Notification No
6	New Case Still not registered.	Workman V/s Dalma Dadri Cement Works, Chakhi Dadri.	No. 36/12/68-LRI dated 2nd August, 1968.
7	Do.	Do.	No. 36/9/68-LRI, dated 1st July, 1968.
8	Do.	Workmen V/s Calenjonian Insurance Company Ltd., New Delhi.	No. 25/11/68-LRIII dated 12th July, 1968.
9	Do.	Workmen V/s Punjab National Bank Ltd., Jullundur.	No. 23/16/68/LRIII, dated 23rd July, 1968.
10	Do.	Do.	No. 23/17/68 LRIII dated 5th August, 1968.
11	Do.	Workmen V/s Central Bank of India Ltd., Chandigarh.	No. 23/46/68/LRIII dated 3rd September, 1968.

[No. F.31(1)/68-LRIII.]

New Delhi, the 16th November 1968

S.O. 4153.—Whereas an industrial dispute exists between the employers in relation to Rajhara Mines of Bhilai Steel Plant, Bhilai owned by M/s. Hindustan Steel Limited (hereinafter referred to as the said Company) and their workmen represented by the Khadan Mazdoor Congress, P.O. Dalli-Rajhara, Durg (M.P.) (hereinafter referred to as the Union)

And whereas the said Company and the Union, have, by a written agreement, in pursuance of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 26th October, 1968.

Agreement

(Under Section 10A of the Industrial Disputes Act, 1947).

BETWEEN

Name of the parties:—

Representing employers—Shri M. R. Raju, St. Labour Officer, Mines, Bhilai Steel Plant, Bhilai.

Representing the workmen—Shri P. K. Sengupta, General Secretary, Khadan Mazdoor Congress, P.O. Dalli-Rajhara.

It is hereby agreed between the parties to refer the following dispute to the arbitration of Shri P. C. Rai, Regional Labour Commissioner (Central), Jabalpur.

(i) *Specific matters in dispute*

"Whether S/Shri Mandeep Singh, V. P. Rama Krishna, N. R. Pilai, N. V. Paulose, P. Suribabu, Brijmohan, Sohan Singh, P. V. Rao and N. B. Bhattacharya have actually acted in the post of Dump Car Operators and if so, what amount of money they are entitled to as Acting Allowance".

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

Between—Employers in relation to Rajhara Mines of Bhilai Steel Plant owned by M/s. Hindustan Steel Ltd., P. O. Bhilai-1, Distt. Durg (M. P.) and their workmen represented by Khadan Mazdoor Congress (Regd. No. 664), P. O. Dalli-Rajhara, Distt. Durg (M.P.).

(iii) Name of the workman in case he himself is involved in the dispute of the name of the Union, if any, representing the workman or workmen in question—

Khadan Mazdoor Congress, Dalli-Rajhara.

(iv) Total number of workmen employed in the undertaking affected—2,300.

(v) Estimated total number of workmen affected or likely to be affected by the dispute—9.

We further agree that the decision of the Arbitrator be binding on us.

The Arbitrator shall make his award within a period of six months (here specify the period agreed upon by the parties) or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties.

Representing employer,

Sd./- M. R. RAJU,

2-9-1968.

Representing workmen.

Sd./- P. K. SENGUPTA,

2-9-1968.

Witnesses.

(1) Sd./- L. M. TEMBLEKAR.

(2) Sd./- G. R. PANDIT.

[No. 37/30/68-LRI.]

O. P. TALWAR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 8th November 1968

S.O. 4154.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to ten Iron and Steel Handling Contractors, Visakhapatnam and their workmen, which was received by the Central Government on the 29th October, 1968.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE NO. 29 OF 1967

BETWEEN

Workmen of Ten Iron and Steel Handling Contractors, Visakhapatnam, represented by Port Khalasis Union, Visakhapatnam-1

AND

1. The Visakhapatnam Minerals Association, Visakhapatnam Port, Visakhapatnam.
2. Messrs. K. Ramabramam and Sons, Stevedores and Iron and Steel Handling Contractors, Visakhapatnam Port, Visakhapatnam.
3. Messrs. Dhana Reddy and Company, Stevedores and Iron and Steel Handling Contractors, Visakhapatnam Port, Visakhapatnam.
4. Messrs. Roy and Chatterjee (Private) Limited, Visakhapatnam.
5. Messrs. P. V. Ramanamurty, Visakhapatnam-1.
6. Messrs. Shreeram Shipping Service (P) Limited Visakhapatnam.

7. Messrs. La Rive and Company, Visakhapatnam-1.
8. Messrs. G. S. Murty and Ch. Agasthaya and Company, Visakhapatnam-1.
9. Messrs. International Shipping Corporation, Visakhapatnam.
10. Messrs. A. V. Bhanojirow, G. P. Ramayya and Company (P) Limited, Visakhapatnam-1.

All represented by Shipping Employers' Federation, Visakhapatnam.

APPEARANCES :

Messrs. V. Jagannadharao and P. Manavallayya Naidu, President, Port Khalasis Union, Visakhapatnam—for the workmen.

Messrs. D. Satyanarayana, Advocate, and D. Ramamohana Rao, Honorary Secretary, Shipping Employers Federation—for the employers.

AWARD

The Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) had, by order No. 28/106/67-LR.III dated 20th October 1967, referred this dispute to me for adjudication. The issue as per schedule annexed to the notification is this:

Whether the iron and steel handling labour at the Port of Visakhapatnam are entitled to the payment of bonus under the Payment of Bonus Act, 1965 for the accounting years commencing on any date in 1964, 1965 and 1966 from the Iron and Steel Handling Contractors at the Port of Visakhapatnam? If so, at what rate?

2. The Port Khalasis Union, Visakhapatnam, is party to the reference. To start with, three of the employers, viz., The Visakhapatnam Minerals Association, Visakhapatnam Port, Messrs. K. Ramabrahmam and Sons and Messrs. Dhanareddy and Company, are party to the reference. By a subsequent notification under the same reference the Government of India had, by order dated 29th November 1967, impleaded seven more employers to the reference. They are (1) Messrs. Roy and Chatterjee Private Ltd., (2) Messrs. P. V. Ramanamurthy, (3) Messrs. Shreeram Shipping Service (P) Limited, (4) Messrs. La Rive and Company, (5) Messrs. G. S. Murty and Ch. Agasthaya and Company, (6) Messrs. International Shipping Corporation and (7) Messrs. A. V. Bhanojirow, G. P. Ramayya and Company (P) Limited.

3. The statement of claims was filed by and under the signature of Mr. P. M. Naidu, President of the Port Khalasis Union, Visakhapatnam. The case of the claimants is that they are employees of the Contractor-employers who handle iron and steel and that therefore they are entitled to bonus from them for the three years under claim, viz., 1964, 1965 and 1966. Admittedly, any bonus was not paid to any of the claimants for any of the years under claim. This claim is for payment of minimum bonus as prescribed by the Bonus Act, 1965. This claim is on par with similar payment to other classes of employees at the Visakhapatnam Port.

4. The various contractors, whose names I had set out earlier, had formed themselves into a body called the Shipping Employers Federation which was registered as far back as in the year 1956. The Federation itself is not as such party to the reference. But, however, these various employers who are individually party to the reference had authorised the Federation to file counter on their behalf. The counter was filed by and under the signature of Mr. D. Rama Mohana Rao who is the Honorary Secretary of the Federation. The counter puts the claimants to proof that there is employer-employee relationship between the contractors on the one side and the claimants on the other. It is denied that there was any such relationship during the period of the three years under claim. That being so, it is pointed out that the claim for payment of bonus is not tenable.

5. One witness is examined on behalf of the claimants as W. W. 1. He is Mr. P. M. Naidu, President of the Port Khalasis Union, Visakhapatnam, that being the only Union that is party to the reference. One witness is examined on behalf of the Shipping Employers Federation as M. W. 1. He is Mr. D. Rama Mohana Rao who is the Honorary Secretary of the Federation. Exs. W 1, W 2 and W 3 are marked on the side of the claimants. Any document is not tendered in evidence on behalf of the employers. I heard arguments of Mr. V. Jagannadha Rao of the claimants and of Mr. D. Satyanarayana for the employers.

6. The issue does not specify the different classes of workers who constitute the general designation of iron and steel handling labour. W. W. 1 made this clear. He

testified that they were mazdoors, maistries, tindals, tally clerks, carpenters, carpenter-helpers and markers working on cranes, i.e., workers on the mechanical side. The witness said that all these categories who so constitute the iron and steel workers on the mechanical side are members of the Port Khalasis Union of which he is the President. Even from the inception of the period under claim the claimants had been putting forward demands from time to time for payment of bonus as testified by Mr. Naidu (W. W. 1). The last of such demand is Ex. W 2 dated 17th July 1967. The counter does not gainsay this periodic persistence in the demand for payment of bonus. W. W. 1 said that the claimants are the employees of the contractors who had formed themselves into Shipping Employers Federation. This testimony by W. W. 1 that there was employer-employee relationship between the contractors and the claimants is not gainsaid in cross-examination. Indeed, there was no cross-examination of this witness. Mr. Satyanarayana, Advocate representing the employers, said that there was no cross-examination. But M. W. 1, Mr. D. Rama-Mohana Rao, who is the Honorary Secretary of the Shipping Employers Federation, said that prior to the year 1967 there was no employer-employee relationship between the Federation and the Contractors on the one side and the claimants on the other. Nothing has been asked to W. W. 1 by way of any cross-examination suggesting any fact or circumstance from which it could be inferred that there was no such employer-employee relationship. Presumably the reason why Mr. Ramamohanarao testified as above is that for the first time it was early in the year 1967 that the Federation as such had taken over formation of a pool of workers of the kind under mention and had laid down the procedure in respect thereof. This is seen from Ex. W 3 dated 5th March 1967 which was a settlement under section 12(3) of the Industrial Disputes Act between the Federation and the individual contractors on the one side and the Port Khalasis Union on the other representing the iron and steel handling workers. That document was regarding the formation and working of the pool of these workers. The idea behind the formation of a pool of the kind under mention seems to have occurred to the Federation and to its Contractor members on the analogy of the dock workers pool maintained by the Dock Labour Board there. For the mere reason that it was only by Ex. W 3 that the Federation had formally taken over control of the workers by forming a pool as referred to, it does not mean that so far as the workers are concerned they were not the employees of the individual Contractors who are Members of the Federation. M. W. 1 said that prior to the year 1967 the work gangs were recruited by the maistries, and that therefore it should be assumed that prior to the year 1967 the workers in question were not the employees of the individual contractors. For every gang of mazdoors there would be at least one maistry, the maistry himself being an employee of the contractor. A maistry is a necessity where a large number of workers are employed. The existence of a maistry does not effect a breach in the employer-employee relationship. A maistry does some sort of supervisory work.

7. We have Ex. W 1 dated 24th March 1965. It was a settlement under section 12(3) of the I. D. Act between the Shipping Employers Federation on the one side and the iron and steel handling workers on the other represented by the Port Khalasis Union. One of the clauses in that document is that the Shipping Employers Federation would register the iron and steel handling workers. W. W. 1 testified that it was effected within two months following that document. Thus it is seen that even as early as on 24th March 1965 the Federation had recognised that the iron and steel handling workers were the employees of the contractors who are members of that Federation; otherwise such a positive step would not have been taken by the Federation on behalf of its constituent members. Unless the employer-employee relationship had been there even from prior to 24th March 1965, the Federation would not have felt obliged to agree to what it did as per Ex. W 1. Having regard to the facts and the circumstances in the case, I have no doubt in holding that there was employer-employee relationship between the Federation and its contractor members on the one side and the claimants on the other, the latter being the iron and steel handling workers on the mechanical side working on the cranes. They are, as stated by W. W. 1, mazdoors, maistries, tindals, tally clerks, carpenters, carpenter helpers and markers. It further follows that these workers who are the claimants in this case are entitled to bonus. The claimants have taken care to put their demand on par with what had been given to other classes of employees in the Visakhapatnam Port Trust, that being the minimum bonus prescribed under the Bonus Act. Mr. R. M. Naidu (W. W. 1) testified that such is the demand. It is no doubt true that the Bonus Act was not there in the year 1964. Even for the year 1964 the bonus claimed is the minimum as prescribed in the Bonus Act. Prior to the Bonus Ordinance it was the L.A.T. formula that held the field on the question of bonus. It is not suggested to W. W. 1 in cross-examination that bonus for the year 1964 would be less than the minimum prescribed by the subsequent Bonus Act or that nothing would have been payable if the L.A.T. formula had been made applicable for that year. Therefore the least that can be said for the claim for the year 1964 is that even if the L.A.T. formula had been made applicable for that year, the bonus payable would not have been less than the minimum prescribed by the Bonus Act.

8. Having regard to the facts and the circumstances in the case and to the evidence let in before me, my finding under the issue as per schedule annexed to the notification is that the iron and steel handling labour at the Visakhapatnam Port, viz., mazdoors, maistries, tindals, tally clerks, carpenters, carpenter-helpers and markets on the mechanical side, i.e., working on the cranes, are entitled to the minimum bonus prescribed under the Bonus Act 1965 for the accounting years commencing on any date in 1964, 1965 and 1966 from the Iron and Steel Handling Contractors at the Port of Visakhapatnam.

Award passed accordingly.

Given under my hand and the seal of the Tribunal, this the 28th day of September 1968.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.

APPENDIX OF EVIDENCE

Witnesses examined for

Workmen:

W. W. 1: P. M. Naidu

Employers:

M. W. 1: D. Ramamohana Rao.

Documents exhibited for workmen

- Ex. W. 1: Memo of Settlement dated 24th March, 1965 under Section 12 (3) of the I. D. Act between the Shipping Employers Federation and the Iron and Steel Handling Workmen of Visakhapatnam Port.
- Ex. W. 2: Letter dated 17th July, 1967 from the President, Port Khalasis Union, Visakhapatnam, addressed to seven individual contractors on the subject of bonus for 1964, 1965 and 1966.
- Ex. W. 3: Memorandum Settlement dated 5th March 1965 under Section 12(3) of the I. D. Act between the Contractors/Importers handling Iron and Steel Materials in the Visakhapatnam Port and the Port Khalasis Union, Visakhapatnam.

Documents exhibited for Employers

NIL

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.
[No. 28/106/67-LR.III.]

S.O. 4155.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to Messrs. P. Tiruvengada Mudaliar, Stevedores, Madras and their workmen, which was received by the Central Government on the 28th October, 1968.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Monday the 14th day of October 1968

PRESENT:

Thiru M. Tajammul Hussain, B.A., B.L., Industrial Tribunal, Madras.

INDUSTRIAL DISPUTE No. 72 OF 1968.

(In the matter of the dispute between the workmen and the management of M/s. P. Tiruvengada Mudaliar, Stevedores, Madras).

BETWEEN

The Management of M/s. P. Tiruvengada Mudaliar, Stevedores, No. 31-A, North Madras-1.

AND

The Management of M/s. P. Tiruvengada Mudaliar, Stevedores, No. 31-A, North Beach, Road, Madras-1.

REFERENCE:

Order No. 29(24)/68-LR-III, dated 27th July, 1968 of the Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment), Government of India, New Delhi-1.

This dispute having advanced and coming on this day for final disposal upon perusing the reference and two memoranda of settlement received from the management and the memoranda of settlement are recorded and his dispute having stood over till this day for consideration, this Tribunal made the following:

AWARD

This is reference by the Central Government of an industrial dispute between the employers in relation to Messrs. P. Tiruvengada Mudaliar, Stevedores, Madras and their workmen in respect of increase in dearness allowance to the 12 monthly paid employees given in the schedule to the reference. The schedule to the reference is as follows:

"Whether the twelve monthly paid employees named below of Messrs. P. Tiruvengada Mudaliar, Stevedores, Madras-1 are entitled to and increase in their dearness allowance as recommended by the Central Wage Board for Port and Dock Workers at the major Ports from time to time, with effect from the 1st October, 1964? If so, what would be the specific amounts and the dates from which each workers will be entitled?

"Names of the Employees:

1. Shri C. Ranga Rao.
2. Shri L. Rajaram.
3. Shri M. Kumaraswamy.
4. Shri M. Jayavelu.
5. Shri V. Subramaniam.
6. Shri R. Kannan.
7. Shri C. D. Anandakrishnan.
8. Shri T. V. Natarajan.
9. Shri K. Harikrishnan.
10. Shri P. V. Kothandapani.
11. Shri T. Selvaraj.
12. Shri S. Kugan."

2. The matter was posted to 7th November, 1968. Two memoranda of settlement were received from the management. The 12 workers of the company are signatories to the memoranda. The settlement was arrived at on 4th October, 1968 in implementation of the Central Wage Board recommendations regarding the increase in dearness allowance.

3. The Industrial Dispute is advanced and taken up to-day. The memoranda of settlement are recorded. An award is passed in terms of the memoranda of settlement. The terms of the memoranda will form an annexure to the reference.

(Sd.) M. TAJAMMUL HUSSAIN,
Industrial Tribunal.

List of Witnesses Examined for Both side:

NIL.

List of Documents Marked for both Side:

NIL.

Memorandum of Settlement No. 1

We, the undersigned monthly paid employees of your firm, hereby confirm that in accordance with the mutual settlement arrived at between the management and ourselves we have agreed to accept the grant of extra dearness allowance, in implementation of the Central Wage Board Recommendations, at the rate of Rs. 25/- per month with effect from 1st January, 1968 in addition to the annual increment in salary of Rs. 15/- per month also with effect from 1st January 1968 already paid to us. We have no more claim for payment to us of any increase either in D.A. or pay upto the end of 1968. We hereby

declare that no industrial dispute exists between ourselves and the management upto 31st December, 1968.

Yours faithfully,

1. Sd./- C. Ranga Rao.
2. Sd./- M. Jayavelu.
3. Sd./- M. Kumaraswamy.
4. Sd./- V. Subramaniam.
5. Sd./- C. D. Anandhakrishnan.
6. Sd./- R. Kannan.
7. Sd./- S. Kugan.
8. Sd./- L. Raja Ram.

Memorandum of Settlement No. 2

We, the undersigned monthly paid employees of your firm, hereby confirm that in accordance with the mutual settlement arrived at between the management and ourselves we have agreed to accept the grant of extra dearness allowance, in implementation of the Central Wage Board Recommendations, at the rate of Rs. 15/- per month with effect from 1st January, 1968 in addition to the annual increment in salary of Rs. 9/- per month also with effect from 1st January, 1968 already paid to us. We have no more claim for payment to us of any increase either in D.A. or pay upto the end of 1968. We hereby declared that no industrial dispute exists between ourselves and the management upto 31st December, 1968.

Yours faithfully,

1. Sd./- T. Selvaraj.
2. Sd./- P. V. Kothandapani.
3. Sd./- K. Harikrishnan.
4. Sd./- T. V. Naturajan.

[No. 29/24/68-LR.III.]

S.O. 4156.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Bombay Stevedores Association Limited, Bombay and their workmen, which was received by the Central Government on the 31st October, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-29 OF 1967

PARTIES :

Employers in relation to the Bombay Stevedores Association Limited.

AND

their workmen.

PRESENT :

Shri A. T. Zambre, Presiding Officer.

STATE:—Maharashtra.

INDUSTRY: Major Ports and Docks.

Bombay dated 19th October 1968.

AWARD

The Government of India, Ministry of Labour and Employment have by their Order No. 28/76/67-LR.III dated 31st October, 1967 referred to this Tribunal an industrial dispute existing between the employers in relation to the Bombay Stevedores Association Limited and their workmen in respect of the matters specified in the following schedule:—

SCHEDULE

“Whether the Bombay Stevedores Association Limited, Bombay was justified in terminating the services of Shri J. D. Silva, Upper Division Clerk, with effect from 28th February 1967? If not, to what relief is he entitled?”

2. The workman Shri J. D. Silva who is a member of the Transport and Dock Workers' Union had been in the employ of the Bombay Stevedores Association Limited for the last 18 years. The Union has by its written statement alleged that on or about the 28th February 1967 the Secretary of the Association by his letter to the workman informed him that his behaviour and conduct as an employee of the Association was not congenial to the discipline and decorum of the office and his services were terminated with immediate effect. The Union has alleged that the workman was dismissed from service for the alleged misconduct. No charge-sheet was issued to the workman and no enquiry was held against him and the Association had not carried out its function in the matter of disciplinary action of a permanent employee and the order of dismissal was illegal. After the dismissal of the workman they had made representations to the Association but it did not pay any attention. The matter was also referred to the Conciliation Officer but the Association was adamant and stuck to its stand that the action taken by them was legal and proper and hence the Conciliation Officer sent a failure report and as a result this dispute has been referred for adjudication.

3. After the receipt of the order of reference notices were issued to both the parties and the union filed its statement contending that the dismissal was illegal. But the Stevedores Association after various adjournments did not file any reply. When the matter was fixed for hearing the parties negotiated the dispute. The workman was also present. The Union was represented by Advocate Sowani. The parties arrived at a settlement and made an application praying for an award in terms of the same.

4. By the settlement the Association has agreed to pay to the workman Rs. 4500/- *ex-gratia* in addition to the provident fund and gratuity to which he was eligible. The above *ex-gratia* payment is to be accepted by the workman in full and final settlement of his claims against the Association and he would have no claim against the Bombay Stevedores Association (Administrative Body) either for reinstatement or any other claim. Considering the circumstances that the Association has agreed to pay a large sum of Rs. 4500/- as *ex-gratia* to the workman and considering the status of the parties and the circumstances I think the terms of settlement are fair and reasonable and pass an award in terms of the settlement annexure 'A' which shall form part of this Award.

No order as to costs.

(Sd.) A. T. ZAMBRE,

Presiding Officer,

Central Government Industrial Tribunal, Bombay.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

REFERENCE No. CGIT-29 OF 1967

Employers in relation to the Bombay Stevedores' Association Ltd. (Administrative Body), Bombay.

AND

their workmen.

In the matter of termination of the services of Shri J. D'Silva.

May It Please the Honourable Tribunal :—

The parties to the above reference have arrived at the following settlement and pray that an Award be made in terms of the settlement:

Settlement

1. It is agreed that the Bombay Stevedores' Association Ltd., (Administrative Body), Bombay, pay to Shri J. D'Silva the sum of Rs. 4500/- *ex-gratia* without admission of any liability, in addition to which he shall be eligible to receive his Provident Fund and Gratuity from the Bombay Dock Labour Board.

2. Shri D'Silva shall accept the said amount in full and final settlement of all his claims against the Bombay Stevedores' Association Ltd., (Administrative Body), Bombay.

5. Shri D'Silva confirms that he has no claim against the Bombay Stevedores' Association Ltd., (Administrative Body) either for reinstatement or any claim of whatsoever nature against the Bombay Stevedores' Association Ltd., (Administrative Body), Bombay.

Dated this 9th of October 1968.

Witness :

for The Bombay Stevedores' Association Ltd., (Administrative Body).

Sd./-

Sd./-

Sd./-

Secretary,

Advocate for the Union.

For Transport and Dock Workers' Union.

Sd./-

Secretary,

[No. 28/76/67-LR.III.]

New Delhi, the 11th November 1968

S.O. 4157.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Shri Paul Abrao of Messrs Paul Abrao and Sons, Willingdon Island, Cochin and the Cochin Lighterage Corporation, Cochin and their workmen, which was received by the Central Government on the 7th November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-97 OF 1964

PARTIES:

Employers in relation to Shri Paul Abrao of M/s. Paul Abrao and Sons, Willingdon Island, Cochin and the Cochin Lighterage Corporation, Cochin on the one part.

AND

their workmen

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For employer No 1 i.e. Shri Paul Abrao of Messrs. Paul Abrao & Sons.—Shri V. K. K. Menon, Barrister-at-Law, Shri K. P. Pathrose and Shri M. Ramachandran, Advocates.

For employer No 2 i.e. the Cochin Lighterage Corporation,—Shri V. U. Joseph, Advocate.

For the workmen—Shri T. C. N. Menon, Advocate, for the Cochin Port Cargo Labour Union, Shri P. F. Thomas, Advocate for the Cochin Thuramugha Thozhilali Union.

STATE Kerala

INDUSTRY: Major Ports and Docks.

Bombay dated 19th October 1968

AWARD PART I

The Government of India, Ministry of Labour and Employment have by their Order No. 28/60/64-LR.IV dated 13th November 1964 referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to (1) Shri Paul Abrao of M/s. Paul Abrao and Sons, Willingdon Island, Cochin and (2) the Cochin Lighterage Corporation, Cochin, on the one part and their workmen on the other in respect of the matters specified in the following schedule:—

SCHEDULE

1. Whether the action of the employers, (1) Shri Paul Abrao of Messrs. Paul Abrao and Sons, Cochin, and (2) the Cochin Lighterage Corporation, Cochin in not providing work for the workmen specified in Schedule II who were

engaged in floating craft prior to and as on 1st June 1962 or thereafter, is justified?

"2. If not, to what relief are the workmen entitled and from which of the two employers?"

2. There are about 164 workmen involved in this dispute who have been specified in Schedule II which is attached hereto as appendix 1. These workmen are represented by the two unions (1) The Cochin Port Labour Union, Cochin 1 and (2) The Cochin Thurmugha Thozhilali Union, Cochin 2. Out of them 122 workmen specified in list 1 were employed prior to 1st June, 1962 while the remaining 42 from list 2 have been employed after 1st June, 1962.

3. The main dispute referred for adjudication is in respect of the denial of employment to the workmen specified in the schedule and their claim for compensation for the period of non-employment. The Cochin Port Cargo Labour Union has by its written statement contended that the workers were in the employ of Paul Abrao & Sons, employer No. 1 as tindals and lascars in his floating craft since long. In the year 1962 Paul Abrao had entered into an arrangement with the Cochin Lighterage Corporation employer No. 2 regarding the management of the floating crafts retaining the ownership of the crafts with him and deriving income from the business. This arrangement between the employers was not genuine and made with the sole motive to defeat the rights of the workmen and evade the various taxes. During the year 1963 both the employers No. 1 and 2 began to deny employment to the workmen shown in schedule II by docking the boats under the excuse of repairs part by part. They did not have the intention to repair the boats and the boats were purposely kept in the docks without attending to repairs which was deliberately done to deny employment to the workmen. The union protested to the employers against the denial of employment to the workmen but even after a series of conferences to settle the disputes the management did not take any steps to repair the boats and the union had finally to raise the dispute for reiterating their demands for employment and compensation. It is alleged that the employer No. 2 the Cochin Lighterage Corporation is not an independent body. It has no finances. It is the agent of employer No. 1. The employer No. 1 is getting the work done by hiring boats from other boat owners which work was to be done by the workmen and the non-employment is *mala fide* and the workers are entitled to be reinstated and to be paid compensation for the period of non-employment.

4. The other union the Cochin Thurmugha Thozhilali Union has by its written statement contended that the floating crafts in which the workmen were employed originally belonged to Shri Paul Abrao who on 1st June, 1962 is said to have sold and transferred them to the Cochin Lighterage Corporation and the Corporation has taken over the entire going concern but subsequently the boats and crafts were kept idle and the workers were denied employment and the employer liable should be directed to pay the wages and compensation to the workmen.

5. Employer No. 1 Shri Paul Abrao has opposed the references contending that the workmen specified in schedule II were not in his employ and there was no employer-employee relationship between them and the reference was bad in law and *ultra vires* of the powers of the Central Government. Shri Paul Abrao has alleged that in the year 1962 he had sold and transferred to the Cochin Lighterage Corporation his boats and floating crafts as a going concern with a goodwill of the entire business. Thereafter the Cochin Lighterage Corporation was carrying on the business of operating the boats and floating crafts and Paul Abrao had absolutely no interest or any right or control in the affairs of the Cochin Lighterage Corporation.

6. Shri Paul Abrao has further contended that the Cochin Lighterage Corporation has been mismanaging its business and was unable to operate the boats and provide employment to its workmen and there was also a settlement between the Cochin Lighterage Corporation and its workmen but even after the same the Corporation had failed to provide work and the union resorted to direct action and other measures against them. But now the partners of the Cochin Lighterage Corporation and the office bearers of the union representing the workmen have in collusion put forward a false claim that the Cochin Lighterage Corporation and its business belonged to Shri Paul Abrao and that he was the employer of the workmen employed by the Cochin Lighterage Corporation. He has contended that Shri Paul Abrao is not the employer of the workmen concerned and no relief can be granted against him. There was no industrial dispute in respect of the matters specified in schedule I and the reference against him should be rejected.

7. The Cochin Lighterage Corporation employer No. 2 has by its written statement contended that it was a partnership of the close relation of Shri Paul Abrao formed at his instance. But it was Shri Paul Abrao who had been carrying on the business of shipping, clearing and forwarding. Shri Paul Abrao had employed some office bearers and other relatives in his business in various capacities. But in the year 1962 Shri Paul Abrao had taken initiative and had formed the Cochin Lighterage Corporation for the administration

of the work relating to floating crafts and even though the partnership was formed at the instance of Paul Abrao the floating crafts were still being controlled and managed by Shri Paul Abrao and the business also continued as before under his control and management. The wages and terms and conditions were fixed by him and the internal arrangement was only an attempt to reduce the incidence of taxation and it was in no way intended to affect the employer-employee relationship that existed between Paul Abrao and the workmen.

8. After the statements and replies and rejoinders when the matter was kept for hearing Shri Paul Abrao died and by order dated 7th March, 1968 his legal representatives were brought on record. By their written statement dated 22nd April, 1968 the legal representatives adopted the contentions raised by deceased Paul Abrao and have further contended that the question whether the persons specified in Schedule II were workmen of the late Paul Abrao or not is a jurisdictional fact and the jurisdiction of this Tribunal to adjudicate the dispute would depend upon a finding on that question.

9. They have further contended that the Cochin Port Cargo Labour Union and the Cochin Lighterage Corporation are not entitled to take up the stand that there is employer-employee relationship between Paul Abrao and the workmen mentioned in Schedule II as in the suit O.S. No. 27 of 1964 on the file of the Subordinate Judge, Cochin, an identical question between the same parties came up and the finding was in favour of the employer No. 1. To the same effect there was a judgment of the Principal Subordinate Judge, Ernakulam in the suit O.S. No. 55 of 1964. There were also other judgments of Civil Courts holding that Shri Paul Abrao on the one hand and the Cochin Lighterage Corporation on the other were different entities and these judgments of the Civil Courts have finally decided that there was no employer-employee relationship between the late Paul Abrao and the workmen represented by the Cochin Port Cargo Labour Union. The decisions of the Courts were binding on all the authorities including this Tribunal and the consideration of the question by this Tribunal is barred by *res judicata* or the principles of *res judicata* applicable to industrial disputes.

10. It has been further alleged that the Cochin Port Cargo Labour Union had entered into a settlement dated 29th January, 1964 with the Cochin Lighterage Corporation in respect of the non-employment of tindals and crew of lighters and barges of the Cochin Lighterage Corporation. That settlement was in force and was binding on the employees and this union is also estopped both by the settlement and their conduct from contending that there was any relationship of employer and employee between Messrs. Paul Abrao & Sons and their workmen. The legal representatives of the deceased Paul Abrao have made an application dated 22nd April, 1968 and prayed for a decision on the preliminary points raised by them contending that the findings on the preliminary issues will go to the root of the matter. It will also obviate the difficulty of leading voluminous evidence and the issues should be decided first before hearing the case on other points.

11. The Cochin Port Cargo Labour Union and the Cochin Lighterage Corporation have opposed this application and have by their further written statements denied the allegations made by the legal representatives. They have contended that in the suit O.S. No. 27 of 1964 on the file of the Subordinate Judge, Cochin, the defendant was the Secretary of the Cochin Port Cargo Labour Union whereas in the present case it is the workmen who are parties to the reference. The judgments in suits O.S. 27 of 1964, 55 of 1964 and other judgments produced have no relevance. It has been further contended that the judgments of Civil Courts cannot operate as *res judicata* in claims under industrial law and over if the principles of *res judicata* were applicable to industrial adjudication it was only an award passed by an industrial tribunal which would operate as *res judicata* and not the judgment of a Civil Court.

12. In the alternative it was further contended that even if it be held that the principles of *res judicata* were applicable to industrial adjudication one of the conditions necessary in order that the principles may apply is that the parties should be the same in both cases. In the two cases in which the judgments have been produced before this Tribunal it was the union which was the contesting party whereas in the instant case the workmen themselves are in the party array. There was also no conciliation settlement binding on the Cochin Port Cargo Labour Union and there was no question of either *res judicata* or estoppel by conduct.

13. The Cochin Thuramugha Thozhilali Union has not filed any reply to the application made by the legal representatives of employer No. 1 and Shri P. F. Thomas who appeared for the union has not raised any contention. The learned Counsel Shri V. U. Joseph who appeared for the Cochin Lighterage Corporation has supported the Cochin Port Cargo Labour Union and has adopted the arguments advanced by Shri T. C. N. Menon.

14. The preliminary points that arise for my decision are:—

- (1) Whether the question about the employer-employee relationship between employer No. 1 and the workmen specified in schedule II is barred by *res judicata*;

(2) Whether the union is estopped by their conduct and settlement dated 29th January, 1964 under section 18 of the Industrial Disputes Act.

My findings on both the issues are in the negative for the following reasons.

15. Shri T. C. N. Menon, learned Counsel for the Union has argued that the question of employer-employee relationship will not go to the root of the reference and it is unnecessary to decide the same as a preliminary issue. However, it is clear from the order of reference that the dispute referred is one existing between the employers including Messrs. Paul Abrao and Sons and their workmen. It has been contended on behalf of employer No. 1 Shri Paul Abrao of Messrs. Paul Abrao and Sons that none of the persons specified in the reference were employed by them and there was no industrial dispute and the reference is bad in law. Shri V. K. K. Menon the learned Counsel on behalf of the employers Shri Paul Abrao has invited my attention to the ruling reported in 1953 1 LLJ p.174 and has argued that if it is held that there was no relationship between the employers and the workmen then there will be no employment and no industrial dispute and the reference regarding employer No. 1 will be bad and without jurisdiction.

16. It has been held in the above ruling that Government acting under section 10 is doing an administrative act... and while it will be open to a party to impugn an award on the ground that what was referred was not an industrial dispute and fact of its existence and propriety of reference were matters entirely for Government and a Court cannot quash the proceedings merely because in its opinion... Employer-employee relationship is a disputed fact and a decision about it in favour of the employer is likely to save him from further stages of the proceedings and as the preliminary points raised will go to the root of the matter I think it proper to decide these questions before recording evidence.

17. The Cochin Lighterage Corporation came into existence somewhere in June 1962 and starting looking after the shipping business carried on with the help of serangs, drivers, lascars and other workers. Employer No. 1 Shri Paul Abrao had by an indenture assigned his cargo boats, barges and tugs as a going concern to this Corporation. Subsequently there arose disputes between the workmen, the serangs, drivers, lascars etc., and the management of the Cochin Lighterage Corporation which were referred to the Conciliation Officer. Some of the employees had also resorted to Satyagraha in front of the house of Paul Abrao and hence Paul Abrao had filed two civil suits Nos. O.S. 27 of 1964 and 55 of 1964 against the Cochin Port Cargo Labour Union and its Secretary for an injunction restraining them and all other persons acting on their behalf from offering satyagraha. Some other persons have filed suits against the Corporation for recovery of rent etc., and the legal representatives of Paul Abrao have now contended that the question about the alleged employer-employee relationship between Paul Abrao and the workmen has been decided in the above suits in favour of the employer. It has been held in those suits that there is no relationship between them and the question has become *res judicata*. In support of this contention they have produced the pleadings and judgments in Suits Nos. 27 of 1964 and 55 of 1964 and have further produced the judgments in Suit Nos. S.C. 38 of 1965 and O.S. 629 of 1965. In the first suit which was heard *ex parte* it has been held:—

"The only proper course in this circumstance is to believe the plaintiff's cases under Order 17 Rule 3 C.P.C. and to hold that the first defendant union represented by the second defendant was fully aware of the separation of the interests between the plaintiff firm and the Cochin Lighterage Corporation and that the plaintiff firm is not the employer of the labourers represented by the first defendant union."

In the second suit which was also heard *ex parte* it has been held—

"Counsel reported today that he had no instructions and the defendants being absent were declared *ex parte*. Plaintiff's right is proved by P.W.1 and exhibits P.1 to P.8. Hence the suit is decreed in terms of the plaint."

and the defendants in both the suits were restrained from offering satyagraha and the question is whether the finding in these two suits that the plaintiffs Messrs. Paul Abrao are not the employers of the labourers represented by the union has become *res judicata* and cannot be considered again in this proceeding.

18. Shri V. K. K. Menon the learned Counsel on behalf of Shri Paul Abrao's legal representatives has argued that the main issue in the present reference is the employer-employee relationship between the parties, the principles of *res judicata* are made applicable to industrial disputes and in view of the decisions of the Civil Courts in the two suits it is not now open to the employees to raise the same contention in this reference. The learned Counsel has relied upon the rulings reported in 1957 1 LLJ 226, AIR 1961(1) S.C. 1457, 1965 11 LLJ p.83 and A.I.R. 1964 S.C. 322 and has further argued that though the issue has been previously decided by the Civil Courts they were competent to try the suits concerned and the decision has become *res judicata* on the grounds of public policy. The

principles regarding *res judicata* are contained in section 11 of the Civil Procedure Code. There is no provision in the Industrial Disputes Act similar to section 11 of the Civil Procedure Code. However, it is clear from the Supreme Court ruling reported in 1957 1 LLJ p. 226 Burn & Co., that the principles of *res judicata* have been made applicable to industrial disputes. Their Lordships of the Supreme Court have observed in this case:—

"But we propose to consider the question on the footing that there is nothing in the Statute to indicate the grounds on which an award could be reopened. What then is the position? Are we to hold that a award given on a matter in controversy between the parties after full hearing ceases to have any force if either of them repudiates it under section 19(6) and that the tribunal has no option when the matter is again referred to it for adjudication but to proceed to try it *de novo*, traverse the entire ground once again and come to a fresh decision. That would be contrary to the well recognized principle that a decision once rendered by a competent authority on a matter in issue between the parties after a full enquiry should not be permitted to be re-agitated. It is on this principle that the rule of *res judicata* enacted in S. 11 of the Civil Procedure Code is based. That section is no doubt in terms inapplicable to the present matter but the principle underlying it expressed in the maxim *interest rei publicae ut sit finis litium* is founded on sound public policy and is of universal application. The rule of *res judicata* is dictated observed Sir Lawrence-Jenkins C.J. in Sheoparsan Singh v. Ramnandan Prasad Singh (1916 L.R. 43 I.A. 91) "by a wisdom which is for all time". And there are good reasons why this principle should be applicable to decisions of industrial tribunals also."

19. There are similar observations about the applicability of the principles of *res judicata* in the other rulings and it shall have to be held that as per decisions in these cases the principles of *res judicata* are applicable to industrial disputes and the further question is whether the decisions of the Civil Courts quoted above satisfy all the requirements for the operation of the principles of *res judicata* and whether these findings of the Civil Courts would be binding in this reference.

20. Suit No. 27 of 1964 has been decided by the Subordinate Judge, Cochin and the judgment in Suit No. 55 of 1964 has been given by the Principal Subordinate Judge, Ernakulam and it cannot be disputed that these Judges were competent to decide suits for injunctions. However, Shri T.C.N. Menon the learned Counsel for the Union has contended that even if it be held that the principles of *res judicata* are applicable to industrial disputes what would be binding on this Tribunal would be the decision or award given by a Tribunal in a previous industrial dispute between the same parties. The decrees of the Civil Courts are not awards passed under the Industrial Disputes Act. The Civil Courts have no jurisdiction to decide industrial disputes and the findings of the Civil Courts cannot be considered by this Tribunal while adjudicating a dispute under the Industrial Disputes Act.

21. Shri V.K.K. Menon, the learned Counsel for Messrs. Paul Abrao has argued that in this case the contention regarding applicability of the plea of *res judicata* is based on general principles of law and not under section 11 of the Civil Procedure Code which requires that the Court that tried the previous suit must be competent to try the subsequent suit and though the Civil Court has no jurisdiction under the Industrial Disputes Act the finding will be binding. The learned Counsel has invited my attention to the observations of their Lordships of the Supreme Court in *Srimati Raj Lakshmi Dasi and others—Appellants v. Banamali Sen and others* reported in 1953 S.C. 33. In this ruling it has been observed:—

"The condition regarding the competency of the former court to try the subsequent suit is one of the limitations engrafted on the general rule of *res judicata* by Section 11 of the Code and has application to suits alone. When a plea of *res judicata* is founded on general principles of law all that is necessary to establish is that the Court that heard and decided the former case was a Court of competent jurisdiction. It does not seem necessary in such cases to further prove that it has jurisdiction to hear the latter suit. A plea of *res judicata* on general principles can be successfully taken in respect of judgments of Courts of exclusive jurisdiction like revenue courts, land acquisition courts; administrative courts etc."

22. I do not think that this ruling will be applicable to the facts of our case. It is clear from the judgment that though the former court had no jurisdiction to try the subsequent suit as the basis of *res judicata* is the finding of a civil court before another civil court it is held to be *res judicata*. The plea was put forth before another civil court having similar kind of judicial powers. The rule cannot be made applicable to a finding of a civil court before not even an industrial court but an industrial tribunal which has only quasi-judicial powers.

23. I have already quoted the observations of their Lordships of the Supreme Court reported in 1957 1 LLJ p 226 which is the first case by which the principles of *res judicata* were held to be applicable to industrial disputes. The last sentence in that ruling is very significant in which their Lordships have stated:—

“And there are good reasons why this principle should be applicable to decisions of Industrial Tribunals also.”

From this it is clear that for the principles of *res judicata* to be made applicable the decision must be that of an Industrial Tribunal. It is not in dispute that the powers of Civil Courts are quite different from those of an industrial tribunal. The Civil Court determines the questions about the rights and liabilities between two litigating parties. These rights may arise from contracts or wills or inheritance etc., and the Court has to consider only the rights and liabilities of the parties. Moreover civil courts have to work within the framework of the procedure prescribed for that purpose.

24. An industrial tribunal is the creation of a special statute the Industrial Disputes Act. The Tribunal is to follow the law laid down by the Statute and adopt the procedure governed by the principles of natural justice. Though the tribunal works as a judicial body the powers of the Industrial Tribunal are very different from those of the ordinary Civil Courts. It has jurisdiction and powers to give relief which Civil Courts do not possess. The jurisdiction of the Industrial Tribunal necessarily extends and includes powers to investigate and adjudicate unfettered by the considerations based on contractual rights as between the workmen and employers. The nature and scope of the jurisdiction of the Tribunal differs from that of a civil court. The powers of the Industrial Tribunal are wider. Under the circumstances only the award or decision of an Industrial Tribunal will be binding upon another industrial tribunal and the finding of a Civil Court referred to in A.I.R. 1953 will not be binding on a tribunal and the ruling will not be applicable to industrial disputes.

25. The case reported in 1957 1 LLJ p. 226 has been later on discussed in the ruling reported in 1962 1 LLJ 261 in which the head note runs:—

“The principles enunciated in the decision in 1957 1 LLJ 226 (the applicability of the principle of *res judicata* to industrial adjudication) would have application only when there is an adjudication by an industrial tribunal or labour court on the merits of the dispute in question.”

26. This would also support the view that a finding to be *res judicata* in a later reference must be one given by an Industrial Tribunal in a previous dispute and not by a Civil Court.

26A. Shri V. K. K. Menon, the learned Counsel for Shri Paul Abrao's legal representatives has next invited my attention to the ruling reported in 1965 II LLJ 483. However, this ruling also does not lay down that the decision of a Civil Court will be *res judicata* and binding on the Tribunal while adjudicating an industrial dispute. In this case (Bijay Cotton Mills Ltd., and Rashtriya Mill Mazdoor Sangh, Bijaynagar and others) it has been observed:—

“The basis on which the principle of *res judicata* rests is founded on considerations of public policy. It cannot be treated as irrelevant or inadmissible in industrial adjudications. In the instant case the industrial tribunal who made the prior award was a tribunal of co-ordinate jurisdiction. The prior award was not modified or reversed...the industrial tribunal in the instant case should not have gone into the question once again.”

This would show that the plea of *res judicata* was based upon a prior award given by an industrial tribunal and not on the finding of a Civil Court and I do not think that this will help the employers.

27. The learned Counsel for the Union has further contended that even if all the other points are held against the workmen still as the suits filed in the civil courts were not between the same parties between whom the present dispute is pending the findings of the civil court will not be binding and the plea of *res judicata* cannot be upheld. It has been argued that the previous suits were between the employers on the one hand and the union on the other while the present dispute is between the employers and the workmen and as the proceedings are not between the same parties the contention about *res judicata* cannot be considered.

28. The learned Counsel for the employers has argued that though in the previous suit the union was the defendant in fact the suit was against the workmen and even the union treated the suit as one against the workmen. The learned Counsel has read to me some paragraphs from the plaint and written statement and has relied upon explanation VI to section 11 of the Civil Procedure Code in which it has been stated—

“Where persons litigate *bona fide* in respect of a public right or of a private right claimed in common for themselves and others all persons interested in such

right shall for the purposes of this section be deemed to claim under the persons so litigating”

and has further argued that under this provision even though the workmen were not on record as parties to the suits the judgments will be binding upon them. The learned Counsel has also invited my attention to the rulings reported in A.I.R. 1937 Bom 238 A.I.R. 1956 Punjab 24, Pepsu 1961 and has argued that though the suits were against the union and the Secretary they were the representatives of the workmen and a decree passed against them would be binding upon the workmen.

29. It is clear that in the present reference the parties are the employers on the one hand and the workmen on the other. The Cochin Port Cargo Labour Union and the Cochin Thuramugha Thozhilali Union though represent the workmen are not parties to the reference. It is also clear from the title of the suits and the record that the suits were against the union and the Secretary and the question is whether it can be said that the proceedings are between the same parties or persons claiming under the parties to the suits.

30. In O.S. No. 27 of 1964 and the other suit the description of the defendants is as follows:—

- (1) The Cochin Port Cargo Labour Union represented by its General Secretary, T. M. Aboo, Mattancherry, Cochin.
- (2) T. M. Aboo, General Secretary, The Cochin Port Cargo Labour Union.

In the prayer clause it has been stated:—

“The plaintiff therefore prays that this court may be pleased to pass a decree granting the following reliefs:—

- (a) Restraining the defendants and all other persons acting on their behalf or at their instance from offering satyagraha or resorting to picketing.

This description and the prayer clearly show that the suit is against the union and not against the workmen. In the body of the plaint there are references in which it has been stated that the members of the first defendant chose to resort to satyagraha shouting slogans and other demonstrations in front of the office of the plaintiffs. There are similar references in the written statement of the union. However, from the prayer clause it is clear that the persons alleged to be offering satyagraha were doing so at the instance of the union. In the body of the plaint it has been contended that the Secretary of the union the second defendant had also issued some pamphlet and it cannot be said that the workmen were parties to the suit.

31. In the present reference the workmen are represented by two unions. Government had given intimation of this order of reference to the Cochin Port Cargo Labour Union and the Cochin Thuramugha Thozhilali Union. The workmen are represented by these two unions under section 36 of the Industrial Disputes Act. This section which makes provision for representation of parties begins:

“A workman who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by....”

The representatives of the workmen cannot be said to be parties to the proceedings and it cannot be disputed that in the present reference though the unions are representing the cause of the workmen the workmen are parties and it shall have to be held that the suits in which the employers had obtained decrees were not between the employers and the workmen who are parties to this reference and in view of the lack of this essential requirement of *res judicata* I do not think that the decrees will bar further consideration of the question.

32. Shri T. C. N. Menon, the learned Counsel on behalf of the union has contended that the previous suits were against the union. It was not also a representative suit filed under Order 1 Rule 8 of the Civil Procedure Code. The workmen were not actually parties and the decrees cannot be considered.

33. Shri V. K. K. Menon the learned Counsel on behalf of the employers has brought to my notice the observations of their Lordships of the Bombay High Court in AIR 1937 Bombay 238 in which it has been observed:—

“It is possible for a suit to be a representative suit within the meaning of explanation 6 although it need not come under Order 1 Rule 8 and therefore need not be brought under the provisions of that Order....But explanation 6 is not confined to suits under Order 1 Rule 8 but extends to any litigation in which apart from the rule altogether parties are entitled to represent interested persons other than themselves.”

This ruling shows that even though a person is not a party to a suit he will be barred by the previous decision if he is interested in the subject matter of the previous litigation and the defendant was entitled to represent his cause. However, this will not be applicable to the facts of the present case as in the suits relied upon there was no question of any public right or a private right claimed in common by the defendants and others. I have already stated that in the plaintiff's case he had alleged that some of the workmen had offered satyagraha in front of his house. However, offering satyagraha can neither be said to be a public right or a private right or a right at all and there can be no question of such a right being claimed in common. Moreover in the present reference there is no question of a similar claim or right or the right to offer satyagraha which was the subject matter in the previous suit and I do not think that explanation VI would be applicable. The union cannot be said to be entitled to represent the workmen in the suit and it cannot be said that the workmen claimed the right under the parties to the previous suits and explanation VI will not help the employers.

34. Moreover there is nothing to show who were the members of the union at the time of the suits and how many of them are parties to the present reference. The workmen and the union are entirely two different entities. The judgment of the Civil Court will be binding only on the parties and the decrees passed in the previous suits against the union and Secretary cannot be enforced against the workmen and as the previous decrees are not between the same parties the findings will not be *res judicata*.

35. The employers have also produced the judgments in S.C. No. 38 of 1965 and O.S. No. 629 of 1965 which were filed by the landlords for the recovery of rent against the Cochin Lighterage Corporation and the partners. It appears that the defendants had raised a contention that the employer Paul Abrao was a necessary party to the suit but they remained absent and *ex parte* decrees were passed. I do not think that this will help to show that the dispute was between the Cochin Lighterage Corporation and its workmen and will not further the cause of the employers about the issue in question.

36. Moreover it is clear from the judgments of the Civil Courts that though the defendants had filed the written statements in reply to the plaints, at the hearing they were absent. The suits were heard *ex parte* and the further question is whether such a decision will be binding in the industrial disputes.

37. The learned Counsel for the employers has invited my attention to the ruling reported in A.I.R. 1956 S.C. 346 (Sailendra Narayan Bhanja Deo Appellants v State of Orissa) in which it has been observed that a judgment by consent or default is as effective an estoppel between the parties as a judgment whereby the Court exercises its mind on a contested case. However, this ruling is also in respect of suits in which the plea of *res judicata* was based on the rule laid down in Section 11 of the Civil Procedure Code. It was not a case for the application of the rule of *res judicata* on the general principles of rule of law. I have already quoted the observations of their Lordships of the Supreme Court in 1957 1 LLJ 226 and also 1962 1 LLJ 261 in which it is clearly laid down that a previous decision of the Industrial Tribunal must be based on merits and even if it be held that the findings of a Civil Court would be the basis of *res judicata* in view of the fact that the judgment is *ex parte* the finding will not be *res judicata* in this reference.

38. I have already observed that there is no provision in the Industrial Disputes Act similar to Section 11 of the Civil Procedure Code but the rule of *res judicata* has been applied to industrial disputes on the general principles of law as per the ruling in 1957 1 LLJ 226. Consequently there is no rule to guide, giving all the conditions necessary for the applicability of the rule of *res judicata*, based on the general principles of law. It is not also known whether this rule will be applicable to only the awards passed by the Tribunals or even to the various findings given by the Tribunals on the issues formulated for adjudicating the dispute. The employers in this reference seek to make not the decree binding but only one finding regarding the relationship between the parties. It is significant to remember that under the provisions of the Industrial Disputes Act there are no strict rules regarding pleadings and issues as govern the civil proceedings in Court and I do not think that the rule of *res judicata* based on general principles of law would be applicable to the various findings on the issues therein.

39. There is an essential difference between a decree and an award. A decree is binding till satisfaction while an award is binding on the parties and is operative only for a period of one year. In fact this difference can be traced and is due to the difference in the nature between suits and disputes. Suits are based on legal rights and liabilities of the individuals concerned while industrial disputes are the outcome of the exigencies of time and circumstances and I do not think that all the rules of *res judicata* governing suits would be applicable to industrial disputes.

40. The employers have further contended that there was a conciliation settlement dated 29th January 1964 between the Cochin Lighterage Corporation and the Cochin Port Cargo

Labour Union regarding the non-employment of the tindals and crew of the lighters. It is binding upon the union and the union is not entitled to raise the contention in respect of the same workmen against the employer the late Paul Abrao.

41. The learned Counsel for the Union has argued that according to the contention raised by the union the Cochin Lighterage Corporation was an agent employed by Paul Abrao and the Corporation was working on his behalf and that the settlement was in respect of the workmen which the Corporation had employed. The character of the dispute was different. The alleged settlement arrived at between the parties will not change the ownership of the crafts and barges and at the most the circumstance about the settlement would be a piece of evidence in the decision of the dispute and will not estop the workmen from raising the contention that the employer is Paul Abrao.

42. The settlement which has been produced along with the written statement is between the Cochin Lighterage Corporation and the Cochin Port Cargo Labour Union. According to the record the firm of Messrs. Paul Abrao & Sons is not a party to this settlement and it is clear that this settlement would be a piece of evidence in favour of the employers in the dispute in question. However, I do not think that it will estop the workmen from raising the contention that the Cochin Lighterage Corporation is the agent working on behalf of Paul Abrao. For any action of a party to operate as an estoppel it must be shown that the party must have intentionally caused or permitted another person to believe a thing to be true and to act upon such belief. It is not the case of Paul Abrao that the workmen had by their action caused him to believe something and believing the same he acted upon it to his prejudice and there is no question of estoppel because of the settlement with the Cochin Lighterage Corporation and the workmen will not be estopped.

43. Hence my findings—The workmen are neither barred by *res judicata* nor are they estopped from raising the contentions. The reference to proceed for further hearing. Issue notice to the parties.

(Sd.) A. T. ZAMBRE,

Presiding Officer.

Central Government Industrial Tribunal, Bombay.

APPENDIX I to Award Part I dated 19th October 1968 in Reference No. CGIT-97 of 1964

SCHEDULE II

List of workmen employed prior to 1-6-1962.

Sl. No.	Name	Designation	Boat No.
1.	R. M. Mohammed	Tindal	94
2.	T. M. Ali	Lascar	"
3.	A. Said Mohammed	"	"
4.	K. Mohammadunny	"	"
5.	A. K. Beeravu	"	"
6.	T. M. Hamza	"	"
7.	Antony Fernandes	Tindal	158
8.	L. B. Mohamed Koya	Lascar	"
9.	K. A. Mamed	"	"
10.	K. M. Hazza	"	"
11.	P. A. Moideen Kutty	"	"
12.	Moidu	Tindal	403
13.	M. A. Khalid	Lascar	"
14.	Mohmeed	"	"
15.	A. Abdul Kader	"	"
16.	K. A. Shanshu	"	"
17.	V. P. Bava	"	"
18.	Mamed	"	"
19.	B. Abdurahiman	Tindal	221
20.	Mammu	Lascar	"
21.	Mohamed	"	"
22.	Moideen	"	"
23.	K. A. Paree Kutty	Tindal	129
24.	M. K. Bava	Lascar	"

Sl. No.	Name	Designation	Boat No.
25.	P. H. Sidu	Lascar	129
26.	P. A. Sulaiman	"	"
27.	K. C. Kurjhalan	"	"
28.	Saidu Mohamed	"	"
29.	Mohamed	"	"
30.	Mohamed	Tindal	"
31.	Abdurahuman	Lascar	330
32.	Abdul Kader	"	"
33.	Makkar	"	"
34.	Hamza	"	"
35.	P. M. Sulaiman	"	"
36.	Hussaini	"	"
37.	Mohamed Kutty	Tindal	"
38.	Ali Mohamed	Lascar	275
39.	K. N. Hamza	"	"
40.	M. Hamza	"	"
41.	R. K. Khalid	"	"
42.	K. P. Abdul Kader	"	"
43.	Mohamed	"	"
44.	K. A. Kunjhu Marakkar	Tindal	"
45.	Aboo	Lascar	327
46.	Adima Kunjhi	"	"
47.	Moidcen	"	"
48.	K. K. Hassan	"	"
49.	M. M. Kunjhu Mohamed	Tindal	"
50.	Mohamed	Lascar	190
51.	Hamza	"	"
52.	Abdul Kader	"	"
53.	Abdul Kader	"	"
54.	Mohamed Abdurahiman	Tindal	"
55.	C. P. Bava Kutty	Lascar	379
56.	K. S. Ismail	"	"
57.	Beeran Hamza	"	"
58.	M. K. Ummer	"	"
59.	Ummer	"	"
60.	P. K. Hamza	"	"
61.	P. K. Ali	Tindal	"
62.	K. Kurjhu Pillai	Lascar	7
63.	K. Koya	"	"
64.	K. K. Abdul Kader	"	"
65.	P. A. Sharccf	"	"
66.	K. M. Bava	"	"
67.	P. K. Mohammed Kutty	Tindal	"
68.	Ali Mohamed	Lascar	275
69.	K. H. Hamza	"	"
70.	Mohammed Hamza	"	"
71.	K. Khalid	"	"
72.	P. Abdul Kader	"	"
73.	A. Mamed	"	"
74.	K. Abdulla	Tindal	"
75.	K. R. Narayanan	Lascar	346
76.	M. Ali	"	"
77.	A. M. Hamza	"	"
78.	Thomas Cilivi	Tindal	"
79.	Raphel Joseph	Lascar	138
80.	L. Jaront	"	"
81.	E. V. Saidu	"	"
82.	K. M. Mohamed Ali	"	"
83.	P. S. Hamza	Tindal	"
84.	P. Parce	Lascar	143
85.	R. V. Moideen Kutty	"	"
86.	C. P. Moideen Kutty	"	"
87.	P. A. Mamed	"	"
88.	P. M. Ibrahim	Lascar	"
89.	Hamza	"	157

Sl. No.	Name	Designation	Boat No.
90.	V. K. Saidu Mohamed	Lascar	206
91.	A. Abdurahiman	"	206
92.	Khalid	"	406
93.	P. K. Venu	"	406
94.	Lathor Monthoro	Tindal	102
95.	Dzvasay Ethapanoos	"	67
96.	A. P. Mohammed	Crew	102
97.	Palakkal Mohamed Kutty	"	"
98.	K. A. Hassan Kutty	"	"
99.	M. P. Kunhumammed	"	"
100.	P. K. Bavu	Tindal	157
101.	K. V. Ali	Crew	"
102.	T. M. Ayamu	Tindal	287
103.	K. Kunhimon	Crew	287
104.	A. Beeran	"	"
105.	Kunhikoya	"	"
106.	V. Ginzavees	Tindal	290
107.	M. Abdul Azeez	Crew	"
108.	M. B. Abbass	"	"
109.	A. Abdul Kader Kunni	Crew	290
110.	Embach Ummer	Crew	"
111.	Avaran Kutty Abdul Kader	Tindal	302
112.	M. B. Hamza	Crew	"
113.	Mohammed Bappu	"	"
114.	V. K. Abdulla Kutty	Tindal	349
115.	Moideen Kutty Parced	Crew	"
116.	K. Moideen	"	"
117.	K. Avaran	"	351
118.	V. M. Abdu	Tindal	406
119.	M. K. Bava	Crew	"
120.	C. Bappu	Tindal	206
121.	C. Syedalavi	Crew	"
122.	A. Abdurahiman	"	"

List of workmen employed after 1-6-1962

1.	V. B. Aboo	Tindal	132
2.	P. A. Musthafa	Lascar	"
3.	P. B. Said Mohan d	"	"
4.	Abdul Kader	"	"
5.	Mohamed Kutty	"	"
6.	A. O. Beeran	Tindal	363
7.	K. M. Moidu	Lascar	"
8.	K. Bava	"	"
9.	T. A. Ali Mohamed	"	"
10.	Ali	"	"
11.	Mohamed	"	"
12.	K. K. Moideen Kutty	Tindal	423
13.	N. K. Ibrahim	Lascar	"
14.	A. Beerava	"	"
15.	C. B. Aboo	Tindal	304
16.	C. B. Abdu	Lascar	"
17.	P. M. Shamshu	"	"
18.	P. A. Kader Kutty	"	"
19.	Hamza	"	"
20.	C. Moideen Kutty	Tindal	42
21.	A. Azeez	"	48
22.	Bava Kut jar kutty	Crew	"
23.	P. K. Mohammed	Tindal	65
24.	V. Syedalavi	Crew	"
25.	P. K. Ayamu	"	"
26.	Pappan Kutty Bava	Tindal	328
27.	M. K. Ummer	Crew	"
28.	V. Aboobacker	"	"
29.	V. K. Hamza	"	"

Sl. No.	Name	Designation	Boat No
30.	Abdulla Ebrahim	Tindal	329
31.	P. B. Kunhu Moidu	Crew	"
32.	Abdulla	"	"
33.	T. Abdulla	Tindal	360
34.	T. Mohammed	Crew	"
35.	Shamsuddin	"	"
36.	M. K. Abdulrahiman	Tindal	393
37.	Kocha Mummali	"	399
38.	B. Yahu	Crew	"
39.	M. Abau	"	"
40.	B. K. Kunhumammed	Tindal	424
41.	Kunhumoidu Syedali	Crew	"
42.	A. Khalid	Tindal	425

[No. 28/60/64-LRIV.]

New Delhi, the 12th November 1968

S.O. 4158.—In exercise of the powers conferred by section 4 of the Mica Mines Labour Welfare Fund Act 1946 (22 of 1946), read with sub-rule (3) of rule 3 of the Mica Mines Labour Welfare Fund Rules, 1948, the Central Government hereby reconstitutes the Advisory Committee for the State of Rajasthan so as to consist of the following members, namely:—

- | | |
|--|--|
| (1) Labour Commissioner, Rajasthan | Chairman |
| (2) Regional Labour Commissioner
(Central), Ajmer | Representative of the Central Government. |
| (3) Shri Girdhari Lal Vyas, M.L.A. | Representative of the State Legislative Assembly. |
| (4) Shri S. P. Nathani | } Representatives of the mica mine owners of the State. |
| (5) Shri R. N. Sakseena | |
| (6) Shri Ramesh Chandra Vyas, M.P. | } Representatives of workmen employed in the mica mining industry of the State. (I.N.T.U.C.) |
| (7) Shri Shrilal Tank | |
| (8) Shrimati Sneh Lata Verma | Women representative. |

[No. 7/31/68-MIII.]

नई दिल्ली 12 नवम्बर, 1968

क्र० प्र० 4158.—अभ्रक खान श्रम कल्याण नियम, 1948 के नियम 3 के उपनियम (3) के साथ पठित अभ्रक खान श्रम कल्याण निधि अधिनियम, 1946 (1946 का 22) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार राजस्थान राज्य के लिए सलाहकार समिति का एतद् द्वारा पुनर्गठन करती है जिसमें निम्नलिखित सदस्य होंगे, अर्थात् :—

- | | |
|-------------------------------------|---|
| (1) श्रम, आयुक्त राजस्थान | अध्यक्ष |
| (2) प्रादेशिक श्रम आयुक्त केन्द्रीय | केन्द्रीय सरकार के प्रतिनिधि |
| अजमेर | |
| (3) श्री गिरधारी लाल व्यास स० वि० | राज्य विधान सभा के प्रतिनिधि |
| स० | |
| (4) श्री एस० पी० नाथानी | राज्य के अभ्रक खान स्वामियों के प्रतिनिधि । |
| (5) श्री आर० एन० सक्सेना | |

- | | |
|---------------------------------------|--|
| (6) श्री रमेश चन्द्र व्यास सं. सं. ०. | } राज्य के अग्रक खान उद्योग में नियोजित कर्म-
कारों के सदस्य
(आई० एन० टी० यू० सी०)
स्त्री प्रतिनिधि । |
| (7) श्री श्रीलाल टंक | |
| (8) श्रीमती स्नेहलता वर्मा | |

[सं० 7/31/68-एम० III]

के० डी० हजेला, अवर सचिव ।

New Delhi, the 14th November 1968

S.O. 4160.—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), read with rule 3 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) No. S.O. 4188 dated the 20th November, 1967, the Central Government hereby constitutes an Advisory Committee for the State of Maharashtra with the following as members, namely:—

- | | |
|--|---|
| 1. Labour Minister, State of Maharashtra, Bombay | Chairman. |
| 2. Director of Mining and Geology, Government of Maharashtra, Nagpur. | Vice Chairman |
| 3. Shri Shivramsavant Khemsavant Bhonsale, Member, Legislative Assembly, Maharashtra. | Member of the Legislative Assembly. |
| 4. Shri B. M. Gogate, Gogate Mines, Redi, District Ratnagiri, Maharashtra | } Representatives of the Iron Ore Mines Owners. |
| 5. Shri B.V. Joshi, Joshi Mines, Bada, Sawantwadi Taluk, District Ratnagiri, Maharashtra | |
| 6. Shri V.A. Gawli, C/o Gogate Mines, Redi, District Ratnagiri, Maharashtra. | } Representatives of Iron Ore Mines Workers. |
| 7. Shri K.R. Rane, C/o Gogate Mines. | |
| 8. Shrimati Yashodhara Bajaj of Chandrapur, Maharashtra. | Woman representative. |
| 9. The Assistant Welfare Administrator Iron Ore Mines Labour Welfare Fund for Maharashtra. | Secretary. |

2. In pursuance of rule 18 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, the Central Government hereby fixes Nagpur to be the headquarters of the said Advisory Committee.

[No. F.10/25/68-M.III.]

S.O. 4161.—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), read with rule 3 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, and in supersession of the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 1187 dated the 25th March, 1964, the Central Government hereby constitutes an Advisory Committee for the State of Mysore with the following as members, namely:—

- | | |
|--|-------------------------------------|
| 1. Labour Minister, State of Mysore, Bangalore | Chairman. |
| 2. Labour Commissioner, Government of Mysore, Bangalore. | Vice-Chairman. |
| 3. Dr. R. Nagan Goud, Member, Legislative Assembly, Mysore, Bangalore. | Member of the Legislative Assembly. |

- | | | |
|---|---|---|
| 4. The Chairman, Bellary District Mine Owners' Association, Hospet. | } | Representatives of the Iron Ore Mines Owners of Mysore. |
| 5. A nominee of the National Mineral Development Corporation. | | |
| 6. Shri Kariya, Secretary, Mysore Iron and Steel Limited Mines Employees Association, B. H. Road, Bhadravathi, (INTUC.) | } | Representatives, Iron Ore Mines Workers of Mysore. |
| 7. Shri K.B. Thimmyya, T.B. Raju Building, Vth Main Road, Gandhi Nagar, Bangalore (Mysore) (INTUC) | | |
| 8. Shrimati B.L. Subbanna, Chickmangalur (Mysore) Woman representative. | | |
| 9. The Welfare Administrator, Iron Ore Mines Labour Welfare Fund, Mysore. | | |

2. In pursuance of rule 18 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, the Central Government hereby fixes Bangalore to be the head-quarters of the said Advisory Committee.

[No. F.10/27/68-M.III.]

New Delhi, the 16th November 1968

S.O. 4162.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Calcutta Dock Workers (Regulation of Employment) Second Amendment Scheme, 1968.

2. In sub-clauses (2) and (3) of clause 44 of the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956 (hereinafter referred to as the said Scheme), for the words "Personnel Officer" wherever they occur, the words "Labour Officer" shall be substituted.

3. In clause 45 of the said Scheme ...

(i) in sub-clauses (2), (3), (4) and (5), for the words "Personnel Officer" wherever they occur, the words "Labour Officer", shall be substituted.

(ii) in sub-clause (8), for the Table, the following Table shall be substituted, namely:—

"TABLE

Authority empowered to take action	Power given under	Authority empowered to take action in specified cases.
I	2	3
1. Labour Officer	Clauses 44 and 45	Administrative Body
2. Personnel Officer	Clause 45	Deputy Chairman or Chairman.
3. Deputy Chairman	Clause 45	Chairman"

4. In clause 48 of the said Scheme, in sub-clause (i) for the Table, the following Table shall be substituted, namely:—

"TABLE

Authority passing order	Order made under	Appellate Authority
I	2	3
Labour Officer or Administrative Body	Clause 44 or 45	Deputy Chairman
Deputy Chairman	Clause 45	Chairman
Chairman	Clause 45	Central Government

[No. 628/45/66/Fec. II]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 12th November 1968

S.O. 4163.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 5, and section 9, of the Minimum Wages Act, 1948 (11 of 1948), and in partial modification of the notification of the Government of India in the late Ministry of Labour and Employment, No. S.O. 2032, dated the 23rd September, 1958, the Central Government hereby appoints a Committee consisting of the following members to hold enquiries and advise the Central Government regarding—

- (a) the fixation of minimum rates of wages for the first time under the said Act, and
- (b) the revision of minimum rates of wages already fixed by the Central Government under the said Act.

in respect of the scheduled employment in Agriculture, and appoints Shri O. Venkatachalam as the Chairman thereof, namely:—

I. Independent Members

- (1) Shri O. Venkatachalam,
Chief Labour Commissioner (Central)
New Delhi—*Chairman*.
- (2) Shri K. K. Bhatia,
Director, Labour Bureau, Simla.

II. Representatives of Employers

- (1) Shri F. C. Gera,
Deputy Director General,
State Farms, Department of Agriculture,
New Delhi.
- (2) Lt. Col. G. S. Hundal,
A.D.M.F. (Admn.),
Ministry of Defence, New Delhi

III. Representatives of Employees

- (1) Shri S. S. Pattidar,
P.O. Mandsaur (M.P.).
- (2) Shri K. Ramaswamy Naidu,
Secretary, Coimbatore Distt. Textile Mills Staff Union,
INTUC Office, Trichy Road, Coimbatore.

2. In pursuance of rule 6 of the Minimum Wages (Central) Rules, 1950, the Central Government hereby appoints the Assistant Labour Commissioner (Central), to be the Secretary of the said Committee.

[No. LWL-6(23)/68.]

New Delhi, the 15th November 1968

S.O. 4164.—In exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), the Central Government has appointed with effect from the 14th September, 1968 (forenoon), Shri S. N. Pande as the Coal Mines Welfare Commissioner, *vice* Shri S. K. Sinha.

[No. 6/50/68-M-II.]

S.O. 4165.—In exercise of the powers conferred by Section 5 of the Mica Mines Labour Welfare Fund Act, 1946 (22 of 1946) read with sub-clause (i) of clause (a) of sub-rule (1) of rule 3 of the Mica Mines Labour Welfare Fund Rules, 1948, the Central Government has appointed with effect from the 14th September, 1968 (forenoon), Shri S. N. Pande, Coal Mines Welfare Commissioner, Dhanbad, as the Welfare Commissioner, Mica Labour Welfare Fund, Bihar *vice* Shri S. K. Sinha.

[No. 6/50/68-M-II.]

(श्रम और रोजगार विभाग)

नई दिल्ली, 15 नवम्बर, 1968

एन० प्रो० 4166.—कोयला खान मजदूर कल्याण निधि अधिनियम 1947 (1947 की 32) की धारा 9 की उपधारा (1) के अनुसार केन्द्रीय सरकार ने श्री एस० एन० पांडे की 14 सितम्बर, 1968 के पूर्वाह्न से श्री एम० के० सिन्हा के स्थान पर कोयला खान कल्याण आयुक्त नियुक्त किया है।

[सं० 6/50/68/एम-2]

एन० प्रो० 4167.—अन्नक खान मजदूर कल्याण निधि अधिनियम 1946 (1946 का 22) की धारा 5 और अन्नक खान मजदूर कल्याण निधि नियम, 1948 के नियम 3 के उपनियम (1) की धारा (क) की उपधारा (1) के अनुसार भारत सरकार ने श्री एस० एन० पांडे, कोयला खान कल्याण आयुक्त, धनबाद की 14 सितम्बर, 1968 की पूर्वाह्न से श्री एस० के० सिन्हा के स्थान पर कल्याण आयुक्त, बिहार नियुक्त किया है।

[सं० 6/50/68/एम-2.]

सी० आर० नायर, अवर सचिव।

New Delhi, the 16th November 1968

S.O. 4168.—In exercise of the powers conferred by sub-section (2) of section 26 of the Minimum Wages Act, 1948 (11 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1713 dated the 5th May, 1967, the Central Government, having regard to the special regulations that have been framed in respect of the service conditions of employees working in vessels, shore-stations and survey parties under the Calcutta Port Commissioners, hereby directs that subject to the conditions hereinafter specified the provisions of sections 13 and 14 of the said Act shall not apply to the said employees for a further period of one year with effect from the 5th May, 1968.

2. The conditions referred to in paragraph 1 are the following, namely:—

- (i) the Port Commissioner shall publish the said regulations in a pamphlet form in the English language and in the language or the languages understood by the majority of the employees;
- (ii) before making any amendments to the aforesaid regulations, the Port Commissioners shall inform the employees concerned by notice, to be put up on the notice board of the office of the Port Commissioner of the proposed amendment and shall consider any suggestions that may be made in respect thereof within twenty days of such notice; and
- (iii) a copy of the pamphlet referred to in condition (i) above and a copy of every amendment thereto shall be supplied to each employee concerned.

[No. LWI-I-8(1)/68.]

C. R. NAIR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 12th November 1968

S.O. 4169.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the Burrakar Coal Company Limited of Messrs Bird and Company (Private) Limited, Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 4th November, 1968.

OFFICE OF THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

REFERENCE No. 43 OF 1968

PARTIES:

Employers in relation to M/s. Burrakur Coal Co. Ltd., P.O. Sijua, Distt. Dhanbad,
Managing Agents M/s. Bird & Co. (P) Ltd.,

AND

Their Workman

PRESENT :

Shri Kamla Sahai, Presiding Officer.

APPEARANCES:—

For the Employers—Shri A. M. Joshi, Personnel Officer.

For the Workman—Shri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 28th October, 1968

AWARD

By order No. 2/54/68-LRII dated the 25th May, 1968, the Central Government in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) has made this reference for adjudication to this Tribunal relating to the dispute described in the schedule as follows:

SCHEDULE

"Whether the management of Burrakur Coal Company Limited of which Messrs Bird and Company (Private) Limited, Post Office Sijua, District Dhanbad are the Managing Agents, was justified in refusing employment to Shri Hariram Mahato *alias* Haria Mahato, Car Clearner, from the 5th May, 1967 to the 19th May, 1967, and dismissing him from service with effect from the 24th July, 1967? If not, to what relief is the workman entitled?"

2. The parties have appeared today and they have filed a petition of compromise. By that compromise, Shri Hariram Mahato *alias* Haria Mahato is to be paid Rs. 550/- in full and final settlement of all his claims against the management and he admits that he will have no claim for reinstatement or re-employment. As this is a fair compromise, I have accepted it and I have ordered that this reference be disposed of in terms of the compromise. Since the compromise disposes of the entire matters in dispute, there is nothing for me to adjudicate upon. The compromise petition is marked annexure 'A' which will form part of my award.

This is my award. Let this be submitted to the Central Government under section 15 of the Industrial Disputes Act.

(Sd.) KAMLA SAHAI, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

REFERENCE No. 43 OF 1968

PARTIES:

Employers in relation to M/s. Burrakur Coal Co. Ltd. P.O. Sijua, Dist. Dhanbad,
Mg. Agents M/s. Bird & Co. (P) Ltd.

AND

Their Workmen represented by the Bihar Koyala Mazdoor Sabha, Dhanbad.

Joint Petition of Cmpromise

The parties above-named most respectfully beg to submit as under:

(1) That the above matter was referred for adjudication *vide* Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) Notification No. 2/54/68-LRII dated the 25th May, 1968, published in the Gazette of India, Part II Section 3, Sub-section (ii) dated the 8th June 1968 as S.O. 1968 at page 2683.

(2) That the said matter is pending before the Hon'ble Tribunal for adjudication.

(3) That the parties in the meantime have mutually discussed the matter and have arrived at a settlement in terms stated hereunder:

Terms of Settlement

(A) That without prejudice to the respective contentions of the parties it is agreed that the workman concerned namely Shri Hariram Mahato *alias* Haria Mahto, Car Cleaner, will be paid an *ex-gratia* amount of Rs. 550/- (Rupees five hundred and fifty only) in full and final settlement of all his claims against the management.

(B) That the *ex-gratia* amount mentioned in item No. (A) above will be paid to Shri Hariram Mahato *alias* Haria Mahato within ten days of this settlement.

(C) That Shri Hariram Mahato *alias* Haria Mahato will have no claim for re-instatement or re-employment.

(D) That the parties will bear their respective costs of these proceedings.

In the circumstances, the parties herein concerned most respectively beg to pray that this Hon'ble Tribunal may graciously be pleased to accept this compromise and pass an Award in terms thereof.

And for this the parties, as in duty bound shall ever pray.

For workmen

(Sd.) LALIT BURMAN,
General Secretary,
Bihar Koyala Mazdoor Sabha,
Dhanbad.

L.T.I. of

(Hariram Mahato *alias* Haria Mahato)

For Employers

(Sd.) D. N. VASHISHT,
Mining Adviser,
M/s. Burrakur Coal Co. Ltd.,
Mg. Agents M/s. Bir & Co. (P) Ltd.,
P.O. Sijua, Dist. Dhanbad.

(Sd.) A. M. JOSHI,
Personnel Officer.

Dated Dhanbad, the 28th October, 1968.

[No. 2/54/68-LRII.]

S.O. 4170.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Khoira No. 5 Pit of Kenduadih Colliery of Messrs. East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad and their workmen, which was received by the Central Government on the 4th November, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR
REFERENCE No. 1 OF 1968.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 1 OF 1968.

PARTIES :

Employers in relation to the Khoira No. 5 Pit of Kenduadih Colliery of Messrs.
East Indian Coal Company Limited P. O. Jealgora, Distt. Dhanbad.

AND

Their Workmen.

PRESENT :

Shri Kamla Sahal, Presiding Officer.

APPEARANCES :

For the Employers: Shri J. N. P. Sahi, Labour Adviser.

For the Workmen: Shri Anant Sharma, Vice-President, Bihar Koyla Mazdoor Sabha.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 26th October, 1968.

AWARD

The Central Government, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) *vide* its order No. 2/137/67-LR.II dated the 23rd December, 1967 has referred for adjudication to this Tribunal the dispute which is described in the schedule as follows :

SCHEDULE

"Whether the action of the management of Khoira No. 5 Pit of Kenduadih Colliery of Messrs. East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad, in refusing employment to Shri Arjun Singh, Mining Sirdar, with effect from the 28th June, 1967, was justified? If not what relief is the workman concerned entitled?"

2. The case was taken up for hearing. Shri J. N. P. Sahi, Labour Adviser, appeared on behalf of the East Indian Coal Co., and represented the company. Shri Anant Sharma, Vice-President, Bihar Koyla Mazdoor Sabha, appeared on behalf of the union and represented it. Both of them stated that the parties had come to terms and the settlement had been arrived at on the following terms and conditions:—

- (1) That the services of Shri Arjun Singh, Mining Sirdar, the workman concerned in the present reference, will stand terminated and he will not claim reinstatement.
- (2) That Shri Arjun Singh will be paid an *ex-gratia* lump sum amount of Rs. 2000/- (Rupees two thousand) in full and final settlement of all his claims and demands till the date of this settlement.
- (3) That the above payment will be made to the workmen within a fortnight from today.
- (4) That the above terms finally settle the dispute which forms the subject of this reference concerning Arjun Singh. No dispute remains pending which needs adjudication by this Tribunal.

3. It will be seen that the dispute which forms the basis of the reference concerns only Arjun Singh, Mining Sirdar. Since the settlement has been made to his satisfaction as stated by the union, there is nothing for me to adjudicate upon as mentioned by the parties in the settlement. The reference is, therefore, disposed of in terms of the settlement as mentioned above which will form part of my award.

4. Let this award be submitted to the Central Government under section 15 of the Industrial Disputes Act.

Sd./- KAMLA SAHAL

Presiding Officer.

[No. 2/137/67-LR.II.]

New Delhi, the 14th November, 1968

S.O. 4171.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between Messrs Karam Chand Thapar and Brothers Private Limited and their workmen, which was received by the Central Government on the 4th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD.

REFERENCE No. 30 OF 1968

PRESENT:

Shri Sachidanand Sinha, Presiding Officer.

PARTIES:

Employers in relation to Messrs Karam Chand Thapar & Brothers Private Ltd.

Vs.

Their workmen.

APPEARANCES :

For Employers—Shri K. C. Nandkeolyar, Deputy Chief Personnel Officer.

For workmen—Shri B. Lal, Advocate & Vice President, Khan Mazdoor Congress.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, the 19th September, 1968

AWARD

The Central Government, being of the opinion that an industrial dispute exists between Messrs Karam Chand Thapar & Brothers Private Ltd., and their workmen, by its Order No. 2/89/66-LRII dated the 6th June, 1966 referred to the Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication the dispute in respect of the matters specified in the schedule thereto. The schedule is extracted below:

SCHEDULE

"Whether the termination of services of Shri S. K. Das, Typist, Karam Chand Thapar & Brothers Private Ltd., with effect from the 14th March, 1966, was justified? If not, to what relief is the aforesaid workman entitled?"

2. The reference was registered as Reference No. 113 of 1966 on its file by the Central Government Industrial Tribunal, Dhanbad. The Central Government by its order No. 8/25/67-LRII dated the 8th May, 1967, transferred the reference to the Central Government Industrial Tribunal No. 2, at Dhanbad where it was numbered as Reference No. 159 of 1967. By its subsequent order No. 8/71/68-LRII dated the 17th August, 1968, the Central Government transferred this dispute to this Tribunal No. 3 and the reference has been renumbered as Reference No. 30 of 1968, by this Tribunal.

3. On behalf of the workmen Shri Gopal Chandra, General Secretary, Khan Mazdoor Congress filed the written statement on the 14th July, 1966, in which it was alleged that Shri S. K. Das was appointed as a typist on 24th August, 1964 and that his service was later terminated on the 14th March, 1966. It is alleged that the termination of service of Shri S. K. Das by the management is illegal and unjustified. It is stated that the work of Shri S. K. Das was never unsatisfactory and that he was never warned during the whole period of his employment. No show cause was ever issued to him. Rather even his increment was sanctioned. It is further alleged that the management's act of termination of service of Shri S. K. Das is an act of victimisation as the workman concerned was a member of Khan Mazdoor Congress.

4. The employers filed their written statement on the 11th July, 1968. They raised therein a point of objection on maintainability of this reference. Their contention is that the Central Office of the employers situate at Bhowra with effect from the 24th August, 1964, and that this Tribunal has therefore no jurisdiction to adjudicate. On facts it is alleged that the concerned workman was appointed as a typist, on probation, to work in the Central Office of the employers situate at Bhowra with effect from the 24th August, 1964. He (Shri S. K. Das, the workman concerned) was never confirmed and no letter of confirmation was issued to him. His service was terminated on the 14th March, 1966 as his work was found not satisfactory. The employers were under no obligation to issue any show cause notice on the probationer, to improve his work nor it was incumbent on them to issue the warning letter to the concerned workman under the Service Rules. Mere sanctioning of the increment in the time scale of the post, cannot by itself imply that the work of the probationer, was found satisfactory.

5. A preliminary objection was raised by the employers against the validity of the reference. They contended that the dispute is not in relation to any industrial dispute concerning mine inasmuch as the workman concerned was not employed in a mine but was an employee working in the Central office of the employers who happened to be the

managing agents of several mines. Not the Central Government but the State Government of Bihar is the appropriate Government to make this reference. This Tribunal has therefore no jurisdiction to adjudicate.

6. For dealing with the aforesaid point of preliminary objection, it is necessary to refer to the relevant material facts in regard to the work which was carried on by the workman at the employers' office. Messrs Karam Chand Thapar and Brothers Private Ltd., have their registered head office at Calcutta. The concerned workman was not an employee of the Calcutta office. He was employed in the employers, office situate at Bhowra. Shri Brij Mohan Bhattacharjee MW-2 stated before me that the Bhowra Group of Collieries was purchased by Karam Chand Thapar & Brothers Private Ltd., in the year 1955 and that the Central Office at Bhowra looks after the work of these Collieries of Bhowra Group. Shri K. C. Nandkeolyar, MW 1 also stated that two of the agents of the Collieries held their office in the Bhowra Central Office. There is no mention in the written statement of the employers that the concerns namely Barrakar Engineering and Foundry works and Hindusthan General Electric Company belonging to them have their office at Bhowra. On the other hand they have stated before me that no officer of Barrakar Engineering and Foundry Works or Hindusthan General Electric Company sits in the office at Bhowra. From the facts stated above it is apparent that this office is situate in the vicinity of the mines of the employers and that the work done in this office is mainly connected with the work of mining operations. The staff engaged in such type of work may thus be said to be a person employed in mine. The fact that the concerned workman, Shri S. K. Das was also a member of the Coal Mines Provident Fund Scheme and that he enjoyed leave benefits in accordance with the provisions of the Mines Act, as specified in the terms and conditions of his appointment, also supports this view.

7. The employers cited before me a case law reported in 1962 (I) LLJ p. 450 (Serajuddin & Co. and their workmen) in support of their contention. In that case a certain dispute arose between the management and the workmen employed at their head office, in regard to certain service conditions. It was there held that the appropriate Government in respect of the dispute in question was not the Central Government but the State Government of West Bengal. But the facts of that case were quite different and can be distinguished from those in the instant case. There the employers were engaged in the business of carrying on mining operations in the State of Orissa and their said head office was at Calcutta. Evidently the employers had separate staff employed to supervise working of the mining operations. The said head office at Calcutta was not considered to be an integral part of the mine. The work carried on in the head office at Calcutta consisted principally of the sale operations which really begin after the minerals are ready and all the operations incidental to or connected with mining operations are over. In the instant case the office is situate near the mine and the work carried on there in this Central Office at Bhowra is incidental to or connected with the mining operations. The preliminary objection raised by the employers has therefore, no footing. Under Section 2(a)(i) of the Industrial Disputes Act, 1947, the appropriate Government in respect of the instant dispute is therefore, the Central Government and not the State Government of Bihar.

8. The main point for consideration in this reference is whether the termination of service of Shri S. K. Das by the management is justified. Ext. M. 1 is letter of appointment of Shri S. K. Das, the workman concerned. This speaks that Shri S. K. Das was appointed as a typist on probation for a period of six months. According to terms and conditions of his appointment, his service was to be governed by the Service Rules of Messrs Karam Chand Thapar and Brothers Private Ltd. His service was terminated with effect from the 14th March, 1966 in accordance with Rule 10(a) of the said Service Rules since his work and conduct was not found satisfactory (Ext. M. 2). The relevant provisions of the Service Rules applicable to probationers are embodied in Clauses 10(a) and 10(b) of the Service Rules of the employers. According to clause 10(a) during the probationary period service of an employee is terminable without any notice. Sub-clause (b) of Clause 10 stipulates that "the probationary period fixed in the letter of appointment or by any other subsequent letter will be considered to have been extended until an order of confirmation is duly passed and a letter of confirmation issued to the employee."

9. According to the employers the concerned workman Shri S. K. Das was not confirmed by the employers. They terminated his service since his work and conduct was not found satisfactory. They have cited a case law reported in the 1964 (I) LLJ p. 9 (Express Newspapers Ltd. and Labour Court Madras and another). In that case their Lordships have made the following observations:

"There can, in our opinion, be no doubt about the position in law that an employee appointed on probation for six months continues as a probationer even after the period of six months if at the end of the period his services had

neither been terminated or he is confirmed.....

At the end of the six months' period the employer can either confirm him or terminate his services, because his service is found unsatisfactory. If no action is taken by the employer either by way of confirmation or by way of termination, the employee continues to be in service as a probationer."

Sub-clause (b) of Clause 10 of the Service Rules of the employers, also points to the above direction.

10. The workmen contended before me that Shri S. K. Das got one increment during the period of his probation. The workmen's contention that the granting of increment operates as automatic confirmation does not hold good. It appears to me correct that when the employers found the service of Shri S. K. Das, probationer as unsatisfactory they had the power to terminate his appointment. Under the circumstances no show cause notice for termination of service was necessary. I therefore hold that the termination of service of Shri S. K. Das, typist, by Messrs Karam Chand Thapar and Brothers Private Ltd. with effect from the 14th March, 1966, was justified and that the concerned workman is not entitled to any relief.

This is my award. It may be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

Sd/- SACHIDANAND SINHA,

Presiding Officer,

Central Government Industrial Tribunal, No. 3, Dhanbad.

[No. 2/89/66-LRII.]

S.O. 4172.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the New Jemehari Khas Colliery of Messrs New Jemehari Khas Colliery (Private) Limited, Post Office J. K. Nagar, District Burdwan and their workmen, which was received by the Central Government on the 6th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 25 OF 1968

PARTIES:

Employers in relation to the New Jemehari Khas Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri B. K. Ray,—Personnel Officer.

On behalf of Workmen—Shri Sunil Sen, Organising Secretary, Colliery Mazdoor Sabha.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/19/68-LRII, dated April 8, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the New Jemehari Khas Colliery of Messrs New Jemehari Khas Colliery (Private) Limited and their workmen, to this tribunal, for adjudication, namely:

- Whether the management of New Jemehari Khas Colliery (Private) Limited, 23, Mukhram Kanuria Road, Howrah, is justified in not paying variable dearness allowance at the rate of Rs. 1.11p per day per workman from the 15th August, 1967 to the workman employed in their New Jemehari Khas Colliery, Post Office J. K. Nagar (Burdwan)? If not, to what relief are these workmen entitled?

2. Whether the management of New Jemchhari Khas Colliery (Private) Limited, 23, Mukhrum Kanuria Road, Howrah, is justified in stopping the following workmen of the New Jemchhari Khas Colliery, Post Office J. K. Nagar (Burdwan) from work from the dates shown against each:—

1. Shri Rajdeo Raibhor	(25-12-1967)
2. Shri Nabab Singh	(25-12-1967)
3. Shri Bidyadhari	(24-1-1968)
4. Shri Sudarshan Rajbhar	(24-1-1968)
5. Shri Kokil Ram	(24-1-1968)
6. Shri Ghuri Rajbhar	(24-1-1968)
7. Shri Triloki Kewat	(24-1-1968)
8. Shri Jhinghuri Rajbhar	(24-1-1968)
9. Shri Ranglal Shaw	(24-1-1968)
10. Shri Ramjash	(24-1-1968)
11. Shri Babulal	(24-1-1968)
12. Shri Shew Narain	(24-1-1968)
13. Shri Nizam Khan	(24-1-1968)
14. Shri Kedar Raibhar	(24-1-1968)
15. Shri Ch. Sudama Raibhar	(19-1-1968)

If not, to what relief are the above-mentioned workmen entitled?"

2. In this reference the conduct of the employer company has been somewhat extraordinary. They did not file their written statement until the morning of to-day, the date fixed for peremptory hearing. They did not file their documents. Mr B. K. Ray, Personnel Officer of the employer company, submitted that copies of documents annexed to the written statement were the only documents which the employer company wanted to produce. The correctness of these documents were not admitted by Mr. Sunil Sen, Organising Secretary of the Colliery Mazdoor Sabha, who appeared for the workmen. Mr. Ray could not produce any witness to prove the documents annexed to the written statement. Thus, the case pleaded by the employer company in the written statement is not supported by any oral or documentary evidence.

3. The Colliery Mazdoor Sabha filed a written statement. In paragraph 5 of the written statement it was stated:

"That according to the recommendations of the Central Wage Board which has been partially implemented by the Colliery, the workmen of this Colliery are entitled to Rs. 1.11 paise as available dearness allowance but the Employers in utter disregard hereto has been paying 78 paise from 1st October, 1967 and as such the workmen are entitled to a further sum of 33 paise per day towards the variable Dearness Allowances. The union submits that in the terms of reference the date from which the workmen have claimed V.D.A. at the rate of Rs. 1.11 paise has been shown as 15th August, 1967 which however should read as 1st October, 1967. The union further submit that on and from 1st April 1968 the variable dearness allowances has been increased Rs. 1.47 paise and as such the workmen are entitled to such rate on accordingly."

I need not deal with the other paragraphs of the written statement which deal with the second item of the industrial dispute referred to this tribunal, because on that item of dispute the parties entered into a settlement and filed a compromise petition before this tribunal. I shall deal with that petition later on.

4. Now, Article 43 of the Constitution provides:

"The State shall endeavour to secure, by suitable legislation or economic organisation or in any other way, to all workers, agricultural, industrial or otherwise, work, a living wage, condition of work ensuring a decent standard of life and full enjoyment of leisure and social and cultural opportunities ***"

In the case of *Express Newspaper (Private) Limited vs. The Union of India*, AIR 1958 SC 578, their Lordships of the Supreme Court observed:

"There is also a distinction between a bare subsistence or minimum wage and statutory minimum wage. The former is a wage which would be sufficient to cover the bare physical needs of a worker and his family, that is, a rate which has got to be paid to the worker irrespective of the capacity of

the industry to pay. If an industry is unable to pay to its workmen at least a bare minimum wage, it has no right to exist."

With regard to the concept of living wage, their Lordships observed:

"* * * that the living wage should enable the male earner to provide for himself and his family not merely the bare essentials of food, clothing and shelter but a measure of frugal comfort including education for children, protection against ill-health, requirements of essential social needs and a measure of insurance against the more important misfortunes including old age."

The latest decision on this point by the Supreme Court is in *Ahmedabad Mill Owners Association and others and Textile Labour Association*, Ahmedabad (1966) 1 LLJ 1, their Lordships observed:

"The claim of the employees for a fair and higher wage is undoubtedly based on the concept of social justice, and it inevitably plays a major part in the construction of a wage structure. There can be little doubt that if the employees are paid a better wage which would enable them to live in fair comfort and discharge their obligations to the members of the families in a reasonable way, they would be encouraged to work wholeheartedly and their work would show appreciable increase in efficiency. * * * industrial adjudication must always take into account the problem of the additional burden which such wage structure would impose upon the employer and ask itself whether the employer can reasonably be called upon to bear such burden. The problem of constructing wage structure must be tackled on the basis that such wage structure should not be changed from time to time. It is a long-range plan; and so, in dealing with this problem, the financial position of the employer must be carefully examined. * * * A broad and overall view of the financial position of the employer must be taken into account and attempt should always be made to reconcile the natural and just claims of the employees for a fair and higher wage with the capacity of the employer to pay it."

5. It appears that on August 10, 1962, the Central Government set up a Central Wage Board for the Coal Mining Industry with Mr. Salim M. Merchant, as the Chairman, with the object of recommending proper wages for workmen in coal industry. The said Board made its recommendations on February 11, 1967. In paragraphs 27 and 28 of Volume I of Report of the Board, the following recommendations were made:

"27. After an anxious consideration of the matter, and for the reasons stated above, the Board is unanimously of the opinion that the formula for compensating the increases in the cost of living index beyond Index No. 166 shall be as follows:

'For every point's rise over the index number 166, to which our wage structure is linked, the variable dearness allowance shall be 3 paise per day. The method of calculation of the index shall be on the basis of the average of six months, i.e., from January to June and July to December in each year and the adjustments will be made on 1st October, and 1st April each year respectively as at present. If there are fractions in the average, the next higher integer will be taken.'

28. We would, however, make it clear that if there is a fall in the average cost of living Index Number for any period of six months from the average index number for the previous period of six months, the dearness allowance will be reduced to the extent of such a fall at the rate of 3 paise per point per day; but not if the Index Number falls below 166."

Prior to the publication of the final report there was interim recommendations made for increase in wage. With that, however, I need not concern myself in this reference. There is no dispute that the Government of India accepted the Board's recommendations and requested the concerned employers to implement the same and also raised the existing selling price of coal, which was a controlled commodity, to enable the employers to implement the recommendations.

6. The stand taken by the employer company in the written statement was as follows:

"3. That the variable dearness allowance being paid at the material time @78 NP. is in accordance with the increase recommended by the Wage Board on the basis of Government of India published Wage Index i.e. All India Average working class consumer's price Index.

4. That the managements dispute that the workmen are entitled to variable dearness allowances at the rate of Rs. 1.11 p. per day per workman from 15th August 1967.

5. That the Wage Board has no statutory force and reference on alleged non-compliance with the Award is not legally called for."

It is not disputed, as alleged in the written statement of Colliery Mazdoor Sabha, that the employer company has partially implemented the Wage Board award. If they have the capacity to pay why they should not implement the recommendations in paragraphs 27 and 28 of the recommendation does not appear. As I have already stated, the employer company did not produce their accounts and did not disclose their financial position. In their written statement they did not say that they were financially unable to implement the Wage Board's recommendations as in paragraphs 27 and 28 of the award. If they have the capacity, and there is no reason to doubt that they have not, then social justice demands that they should pay to their workers living wages as contained in the recommendations. The burden of proving lack of financial capacity to implement the recommendations of the Wage Board is upon the employer colliery. They have not pleaded such lack of ability nor have they attempted to prove that they have not the capacity to implement. I cannot, therefore, find any justification for the non-implementation.

7. There is no dispute before me that the variable dearness allowance as per Wage Board recommendations, if payable, will be payable from October 1st, 1967 and not August 15, 1967 at the rate claimed. I, therefore, award that the management of New Jemehari Khas Colliery (Private) Limited were not justified in not paying variable dearness allowance, at the rate of Rs. 1.11 paise per day from October 1, 1967, to the workmen employed in the colliery. The workmen are, therefore, entitled to variable dearness allowance at the rate of Rs. 1.11 paise per day from October 1, 1967, subject to such variations therein as contemplated by the award.

8. I now turn to the second item of dispute referred to this tribunal. That relates to stoppage of work of 15 workmen. The admitted position now is that of the fifteen, No. 7. Triloki Kewat is dead. No question of giving him employment any more arises. Of the remaining fourteen, thirteen workmen, namely, workmen No. 1 to 6, 8 to 12 and 14 (Rajbhor, Nabab Singh, Bidhyadhari, Sudarshan Rajbhar, Kokil Ram, Ghuri Rajbhor, Jhinguri Rajbhar, Rangalal Shaw, Ramjash, Babulal, Shew Narain and Kedear Raibhar) have been re-employed and there is no grievance now about their stoppage of work excepting that on re-employment they should be treated as having been in continuous employment and the period of their forced unemployment should not be treated as break in their services. So far as No. 13. Nizam Khan and No. 15 Ch. Sudama Raibhar are concerned, the parties agreed to re-employ them with certain terms mentioned in the petition of compromise, which was filed before this tribunal to-day.

9. In my opinion, the petition of compromise, as filed before this tribunal to-day, fully and completely settles the second item of dispute referred to this tribunal. Since the parties prayed for an award in terms of the settlement so far as the second item is concerned, I make an award accordingly.

10. In the result, I make an award, so far as item No. 1 of the dispute is concerned, in terms of paragraph 7 of this award and so far as the second item of the dispute is concerned, I make an award in terms of paragraph 9 of this award.

Let the petition of compromise filed before this tribunal form part of this award.

(Sd.) B. N. BANERJEE, Presiding Officer.

Dated, the 29th October, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE No. 25 OF 1968

PARTIES:

Employers in relation to the New Jemehari Khas Colliery.

AND

Their workmen, represented by Colliery Mazdoor Sabha, G. T. Road, Asansol.

The humble petition of the parties above named most respectfully SHEWETH:

Regarding the second item of industrial dispute, referred to this tribunal, the position is that out of 15 workmen, who were stopped from working, No. 7. Triloki Kewat is dead and because of his death no further dispute exists so far as he is concerned. Of the other 14 workmen, No. 1 to 6, 8 to 12 and 14 (Radeo Raibhor, Nabab Singh, Bidvadhari, Sudarshan Raibhar, Kokal Ram, Ghura Rajbhor, Jhinguri Rajbhar, Rangalal Shaw, Ramjash, Babulal, Shew

Narain and Kedar Rajbhar) have now been re-employed by the employer company and no question of stopping them from work exists now. Only two workmen now remain unemployed, namely No. 13. Nizam Khan and No. 15. Ch. Sudama Rajbhar. It is now agreed between the parties:

- (a) Nizam Khan will be given the type of employment in which he was previously employed as soon as possible but in no case later than three months from to-day.
- (b) Ch. Sudama Rajbhar is now physically disabled, having lost sight of one of his eyes. The employer agreed to employ him on the surface in a permanent lighter job, on a salary commensurate with the lighter job. His employment will be given to him immediately on publication of this award.
- (c) The re-employment of workmen No. 1 to 6, 8 to 12 and 14 will not constitute any break in their service.

It is, therefore, prayed that the second issue may be disposed of in terms of the agreement set out above.

(Sd.) SUNIL SEN,
for Workmen.

(Sd.) B. K. Roy,
(for Employer)

Dated, the 29th October, 1968.

[No. 6/19/68-LRII.]

S.O. 4173.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Jamadoba Colliery of Messrs Tata Iron and Steel Company, Jamadoba, Post Office Jealgora and their workmen, which was received by the Central Government on the 6th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3 AT DHANBAD

REFERENCE NO. 28 OF 1968

PRESENT:

Shri Sachidanand Sinha, Presiding Officer.

PARTIES:

Employers in relation to the Jamadoba Colliery.

Versus

Their workmen.

APPEARANCES:

For Employers.—Shri B. H. Parvatiyar, Legal Assistant.

For workmen.—B. N. Sharma, President, Congress Mazdoor Sangh.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 18th October, 1968

AWARD

1. The Central Government being of opinion that an industrial dispute exists between the employers in relation to the Jamadoba Colliery, P.O. Jealgora, District-Dhanbad and their workmen by its order No. 2/83/66-LRII, dated the 4th of June, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matter specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

- (1) "Whether the action of the management in terminating the lien of Shri Chandradip from the post of Hammerman, Jamadoba Colliery and placing him on the badli list, with effect from the 28th December, 1965 was justified?
- (2) If not, to what relief is the workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 110 of 1966 on its file. While it was pending before the Central Government Industrial Tribunal, Dhanbad the proceeding was transferred to the Central Government Industrial Tribunal No. 2, Dhanbad by the Central Government order No. 8/25/67-LRII dated the 8th May, 1967 where it was registered as reference No. 157 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII dated the 17th of August, 1968 transferred the dispute to this tribunal where it has been renumbered as reference No. 28 of 1968.

3. Shri B. N. Sharma, President, Congress Mazdoor Sangh filed written statement on behalf of the workmen on 16th August, 1966 in which it was alleged that Shri Chandradip, Hammerman, Ticket No. 26236 (hereinafter referred to as 'Workman') was in the employment of the Company for more than 18 years. The aforeaid workman upon receipt of a telegram from his house, that his wife was seriously ill, applied for 18 days leave. But he was granted leave for 8 days only from 6th December, 1965 to 13th December, 1965. When he reached home he found that his wife was lying seriously ill and that since 8 days' time was insufficient for her medical treatment, he applied for extension of his leave for 2 weeks more from 13th December, 1965 which was duly received by the Assistant Manager on 14th December, 1965. According to the concerned workman no intimation was sent to him by the management about his request for extension of his leave.

4. On 27th December, 1965 when he reported for work by submitting an application in writing he was not allowed to join duty. The Senior Welfare Officer of Digwadih Colliery who was also managing the work of the Welfare Officer (P) of Jamadoba Colliery informed him that his name had been struck off from the permanent rolls of the company and had been placed in the Badli list.

5. When the concerned workman was not allowed to join his duty, he made a representation to the Chief Mining Engineer by his application dated 29th December, 1965. The Chief Mining Engineer by his letter dated 25th January, 1966 replied to the concerned workman rejecting his appeal and justified the action of the manager stating that since his application for extension of leave did neither accompany any medical certificate from a registered Medical Practitioner in support of his wife's illness nor any certificate from the Mukhia of the Gram Panchayat, no extension of his leave was sanctioned by the manager, Jamadoba Colliery. The case of the 'workman is that he did not receive any registered letter alleged to have been written by the Manager, Jamadoba Colliery.

6. On 29th January, 1966 the concerned workman made another representation to the Chief Mining Engineer stating that the manager, Jamadoba Colliery on the advice of the Senior Welfare Officer (P) allowed S/Shri (1) Indrasan Singh, Trolleyman, 16 seam Jamadoba (2) Moti, Line Mazdoor of Dungri, Jorapukur seam, Jamadoba. (3) Palakdhari, Miner, Dungri, Jorapukur seam, Jamadoba and (4) Jugal, Trammer of Dungri, Jorapukur, to resume their duties with continuity of service although they overstayed their leave for more than 2 to 3 weeks but discrimination was shown in the case of the concerned workman as he was a member of the Congress Mazdoor Sangh.

7. It is further alleged that the Welfare Officer (P) told the concerned workman that the abovementioned workmen were allowed to resume their duties with continuity of service although they overstayed their leave for more than 10 days because they were members of the recognised Union and since the concerned workman was a member of Congress Mazdoor Sangh, there can be no consideration for him.

8. On this ground it is stated that the action of the management was highly arbitrary, vindictive and act of victimisation and discrimination for the Trade Union activities of the concerned workman.

9. A written statement was filed on behalf of the employers on 12th December, 1967. According to them Sri Chandradip was employed at the Jamadoba Colliery as a Hammerman. He was granted 8 days' leave from 6th December, 1965 to 13th December, 1965. He however, applied for the extension of the leave by 2 weeks i.e. from 14th December, 1965 to 28th December, 1965 on account of his wife's illness.

10. A letter dated 16th December, 1965 was sent to Sri Chandradip per Registered A/D refusing extension of leave as his application was not accompanied by any certificate from the Gram Panchayat or medical certificate in support of his wife's alleged illness and he was asked to report within 3 days.

11. In spite of the aforesaid letter Sri Chandradip did not report for duties and continued to remain absent without permission.

12. According to the management as Sri Chandradip did not return within 8 days of the expiry of his leave originally granted to him, Sri Chandradip automatically lost lien

on his appointment and was kept in the "Badli" list as per condition of his service and a letter dated 25/28th December, 1965 was accordingly issued to Sri Chandradip.

13. It was therefore, submitted that the termination of lien of Sri Chandradip and placing him in the "Badli" list was automatic as per standing order which governed the condition of his service and that management was not aware that he was a member of Congress Mazdoor Sangh.

14. It was therefore, submitted that the action of the management in terminating the lien and placing him in the "Badli" list with effect from 28th December, 1965 was bona fide and justified as per provisions of the standing order.

15. Two witnesses were examined on behalf of the workmen. Ext. WW.1 to WW.10 were marked on their behalf. One witness was examined on behalf of the management. Ext. M.1 to M.22 were marked on their behalf.

16. There are certain facts which are not challenged. The concerned workman Sri Chandradip, Hammerman, an unskilled manual worker, was in the employment of the Company for more than 18 years. On receipt of a telegram from his house (Ext. M.7) that his wife was seriously ill he applied for 18 days leave. He however, was granted leave for 8 days from 6th December, 1965 to 13th December, 1965 *vide* Ext. M.1. From his village home he sent an application for extension of leave on 9th December, 1965 which was received on 15th December, 1965 (Ext. M.2).

17. It is stated on behalf of the management that his application for extension of leave (Ext. M.2) was refused on the ground that the concerned workman had not submitted any medical certificate and certificate from Gram Panchayat along with his application in support of his wife's illness and by letter dated 16/17th December, 1965 he was asked to report for duty within 3 days on the receipt of this letter failing which necessary action was to be taken against him. This letter was sent under Registered cover with A/D on 18th December, 1965. According to the concerned workman he did not receive this registered letter.

18. On 27th December, 1965 the concerned workman Sri Chandradip reported for duty to the Manager, Jamadoba Colliery (Ext. M-7) but he was not allowed to join his duty as he was told by the Senior Welfare Officer of Digwadih Colliery, who was also managing the work of Welfare Officer of Jamadoba Colliery that his name had been struck off from the permanent rolls of the company and had been placed in the Badli list. Later on he was informed by letter dated 25/28th December, 1965 (Ext. W2) that according to clause 9 of Company's standing orders he has lost his lien of his job and his name has therefore, been struck off from the permanent roll and was entered into Badli list.

19. By letter dated 16/17th December 1965 the request of the concerned workman for extension of leave was refused and he was asked to report for duty within 3 days. According to the concerned workman he did not receive that letter which was sent by registered post with A. D. The management has not filed the A. D. receipt showing that the same was received by the concerned workman. There is no satisfactory evidence that the concerned workman received the letter (Ext. M. 11) by which his application for extension of leave was rejected.

20. His application for extension of leave was refused mainly on two grounds, firstly, that he did not file any medical certificate and secondly, that he also did not file any certificate from Gram Panchayat in support of his wife's illness. Shri Laldeo Yadav, Mukhia, Gram Panchayat Pirwan has stated in his evidence that the wife of Sri Chandradip was ill from 12th December 1965 to 24th December 1965 and it was in his personal knowledge as the house of Sri Chandradip is very close to his house. He has proved the certificate granted by him on 25th December 1965 *vide* Ext. W. 9. The medical certificate granted by Hakim S. M. Yusuf on 25th December 1965 has also been filed on behalf of the concerned workman and the Mukhia has stated in his evidence that he know that Hakim Yusuf was treating the wife of Sri Chandradip. The certificate granted by Hakim Yusuf has marked Ext. W. 10.

21. According to the concerned workman when he reported for duty on 27th December 1965 he had in his possession both the medical certificate granted by Hakim and the certificate granted by the Mukhia of the Gram Panchayat.

22. According to the letter dated 16/17th December 1965 (Ext. M. 11) refusing his application for extension of leave he was asked to report for duty within 3 days. This letter was posted on 18th December 1965 which was a Saturday. 19th December was Sunday and even if the concerned workman would have received this letter it would have been on the 23rd and as he reported for duty on the 27th, it was within 3 days of the receipt of the letter.

23. Therefore, it can be said that he even complied with the direction mentioned in Ext. M. 11. It may be further stated here that the concerned workman was an unskilled manual worker and that his leave was not refused on the ground of exigencies of the Co's work. His leave was refused on the ground that he did not file either a medical certificate or a certificate from the Mukhia Gram Panchayat.

24. According to the concerned workman he had brought both the medical certificate and the certificate from the Mukhia of the Gram Panchayat when he had come to report for duty on 27th December, 1965. The same have been produced before this tribunal and they are marked Ext. W. 9 and W. 10.

25. The facts stated above clearly go to show that the concerned workman had obtained the medical certificate as well as the certificate from the Mukhia Gram Panchayat and the same were in his possession when he had reported for duty on 27th December 1965. But the management did not take into consideration the medical certificate or the certificate granted by the Mukhia Gram Panchayat.

26. According to the concerned workman this was an act of discrimination.

27. The concerned workman further alleged that the management had allowed the following workmen *viz.*, (1) Sri Indrasan Singh (2) Moti (3) Palakdhari and (4) Yugal to resume their duties with continuity of service who had overstayed leave for more than 2 to 3 weeks.

28. In case of Indrasan Singh, he applied for extension of leave from 12th December, 1965 and it was refused and his name was struck off but on representation made by him he was allowed to resume his duties on 29th December, 1965 when he submitted a certificate of Gram Panchayat. In the case of Moti, Line Mazdoor his application for extension of leave for 12 days from 23rd December, 1965 was refused but he was allowed to resume his duty on 5th January, 1966 on production of medical certificate from Assistant Civil Surgeon. In the case of Sri Yugal Ram, Trammer, his application for extension of leave from 24th December, 1965 was at first rejected. But subsequently he was allowed to resume his duty on 3rd January, 1966 on submission of medical certificate and a certificate of Gram Panchayat in support of his illness.

29. The case of concerned workman Sri Chandradip was similar to those of Indrasan, Moti, and Yugal Ram. But in the case of Chandradip a discrimination was made and he was not permitted to resume his duty unlike Indrasan, Moti and Yugal.

30. In this connection it is to be noted that he was in the employment of the company for more than 18 years.

31. This tribunal is at liberty to examine the explanation offered by the workman for his absence and other circumstances also for the purpose of seeing whether the employers acted with an honest purpose. Arbitrary conduct or unnecessary harshness on the part of the employer judged by the normal standard of a reasonable man may be cogent evidence of victimisation of unfair labour practice.

32. In his view of the evidence I hold that the action of the management in terminating the lien of Sri Chandradip from the post of Hammerman, Jamadoba Colliery and placing him in Badli list with effect from 28th December, 1965 was not justified. The order terminating the lien of Sri Chandradip from the post of Hammerman, Jamadoba Colliery from the 28th December, 1965 is therefore, set aside. He shall be paid leave wages and allowances admissible to him between the 14th of December, 1965 to 26th December, 1965 *i.e.* for the period before he returned himself for duty and he is entitled to be re-instated with full back wages from the 27th of December, 1965 upto the date of his re-instatement along with continuity of service.

33. This is my award. This may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,

Presiding Officer,
Central Government Industrial Tribunal cum Labour Court,
No. 3, Dhanbad.

[No. 2/83/66-LRII.]

S.O. 4174.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Pure Kajora Colliery of Messrs East Barakar Coal Company (Private) Limited, Post Office Kajoragram, District Burdwan (West Bengal), and their workmen, which was received by the Central Government on the 4th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 27 OF 1968

PARTIES:

Employers in relation to the Pure Kajora Colliery of M/s. East Barakar Coal Company (Private) Limited,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri P. N. Chaturvedi, Chief Personnel Officer.

On behalf of Workmen—Shri Provat Goswami, Organising Secretary, Colliery Mazdoor Union.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/97/67-LR11, dated May 18, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the Pure Kajora Colliery of Messrs East Barakar Coal Company (Private) Limited and their workmen, to this tribunal, for adjudication, namely:

"Whether the management of Pure Kajora Colliery of Messrs East Barakar Coal Company (Private) Limited, Post Office Kajoragram, District Burdwan was justified in refusing employment to Sarvashri Asgar Ali and Sk. Salim, Masons with effect from the 11th September, 1967? If not, to what relief are the workmen concerned entitled?"

2. The cause of the workman was espoused by a trade union known as the Colliery Mazdoor Union. Both the union and the employer company filed their respective written statement. At the hearing today, the union was represented by its Organising Secretary, Mr. Provat Goswami and the employers were represented by Mr. P. N. Chaturvedi, the Chief Personnel Officer of the colliery. Happily, the parties settled the industrial dispute and in token thereof filed a compromise petition before this tribunal. They prayed for an award on terms contained in the petition of compromise. In my opinion, the compromise petition fully and completely settles the industrial dispute between the parties.

3. I, therefore, make an award on terms contained in the petition of compromise. Let the petition of compromise form part of this award.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, October 30, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 27 OF 1968

PARTIES:

Employers in relation to the Pure Kajora Colliery of M/s. The East Barakar Coal Co. (P) Ltd.,

AND

Their workmen, represented by the Colliery Mazdoor Union, 27, G.T. Road, Asansol.

The parties aforesaid most respectfully beg to submit as under:

Both the parties to this reference have reached an amicable settlement by mutual negotiation on the following terms:

- (a) The management shall make an *ex-gratia* payment of Rs. 400/- (Rupees four hundred) only to Sri Asgar Ali, and Rs. 300/- (Rupees three hundred) only to Sk. Salim within a week from this date of 30th October, 1968 at the colliery.

- (b) The Union withdraws the industrial dispute in respect of both Sri Asgar Ali and Sk. Salim.
- (c) The workmen or the Union acting on their behalf shall have no other claims against the management arising out of the present reference.
- (d) The parties shall bear their own costs.

It is, therefore, most respectfully prayed that the Hon'ble Tribunal may be graciously pleased to give its award in the terms mentioned above.

And, for this, the parties shall, as in duty bound, every pray.

(Sd.) PROVAT GOSWAMI,
Organising Secretary,
Colliery Mazdoor Union.

(Sd.) P. N. CHATURVEDI,
Chief Personnel Officer,

(Sd.) D. CHATTERJEE,
Manager.

L.T.I. of Asgar Ali.

L.T.I. of Sk. Salim

Dt. October 30, 1968.

[No. 6/97/67-LRIL.]

S.O. 4175.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Kajora and West Kajora Colliery, Post Office Kajoramgram, District Burdwan and their workmen, which was received by the Central Government on the 6th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 30 OF 1968

PARTIES:

Employers in relation to the Kajora and West Kajora Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Mr. Abhijit Mullick, Accountant of the colliery.

On behalf of Workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/45/68-LRIL, dated June 6, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to Kajora and West Kajora Colliery and their workmen, to this tribunal, for adjudication, namely:

“Whether the management of Kajora and West Kajora Colliery, Post Office Kajoramgram, District Burdwan was justified in retrenching Shri Gopal Parmanick, Attendance Clerk, with effect from the 25th March, 1968. If not, to what relief is the workman entitled?”

2. The cause of the workman was espoused by a trade union known as Colliery Mazdoor Sabha. Notice of the reference was sent both to the Manager, Kajora & West Kajora Colliery and to the Colliery Mazdoor Sabha. The management received the notice on July 9, 1968 and the Colliery Mazdoor Sabha received the notice on July 8, 1968. Neither the management nor the Colliery Mazdoor Sabha filed their written statement as directed by the notice.

3. By an order dated September 4, 1968, the 13th of September, 1968 was fixed for settling the date of hearing. On that day Mr. Robin Chatterjee, Vice-President of the trade union, appeared for the workman and Mr. Abhijit Mullick, an Accountant of the employer colliery, appeared for the management. In their presence, this day was fixed for peremptory hearing of the reference. Both the parties were directed to file their documents before the date of hearing and to come ready with their witnesses. Today, the Colliery Mazdoor Sabha did not appear. Mr. Abhijit Mullick appeared for the employer colliery, Mr. Mullick submitted that he received a trunk call information from the trade union concerned that the trade union was not interested in proceeding with this reference. Be that as it may, regard being had to the conduct of the trade union, which espoused the cause of the workman, I am of the opinion, that the union is no further interested in proceeding with the reference. The union did not file their written statement nor did they file their documents nor did they appear today, the date fixed for hearing. There is no explanation for this conduct, excepting disinterestedness in the dispute.

4. In these circumstances, I presume that no dispute further exists between the parties and I record a 'no dispute' award between the parties.

(Sd.) B. N. BANERJEE

Presiding Officer

Dated, October 31, 1968.

[No. 6/45/68-LRII.]

New Delhi, the 15th November 1968

S.O. 4176.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Saltore Colliery of Messrs Burrakar Coal Company Limited, Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 7th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3 AT DHANBAD

REFERENCE No. 65 OF 1968.

PRESENT:

Shri Sachidanand Sinha, Presiding Officer

PARTIES.

Employers in relation to the Saltore Colliery

Vs.

Their workmen,

APPEARANCES:

For Employers:—Shri J. Sharan, Superintendent, (Ranigunge).

For workmen:—Shri Mahendra Narayan Singh, Asst. Secretary, Colliery Mazdoor Congress (HMS).

INDUSTRY: Coal.

STATE: Bihar.

Dated, Dhanbad, the 29th October, 1968.

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Saltore Colliery of Messrs Burrakar Coal Co. Ltd. Post Office Sijua, District Dhanbad and their workmen, by its order No. 6/48/66-LRII dated the 15th November, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below.

SCHEDULE

"Whether the termination of service of Shri Gyani Roy night watchman of Saltore Colliery of Messrs Burrakar Coal Co. Ltd., Post Office-Sijua, District, Dhanbad with effect from the 5th April, 1966 was an act of victimisation? If so, to what relief is he entitled?"

2. The Central Government Industrial Tribunal, Dhanbad, registered the reference as reference No. 159 of 1966 on its file. While it was pending before the Central Government Industrial Tribunal, Dhanbad, the proceeding was transferred by the Central Government's Order No. 8/25/67-LR11 dated the 8th May, 1967 to the Central Government Industrial Tribunal No. 2, Dhanbad, where it was numbered as reference No. 194 of 1967. The Central Government by its subsequent order No. 8/71/68-LR11 dated the 17th of August, 1968 transferred the dispute to this tribunal where it has been renumbered as reference No. 65 of 1968.

3. The parties negotiated the dispute and have settled it amicably. They have filed a compromise petition at annexure "A". According to the terms of compromise Sri Gyani Roy, the concerned workman, shall be reinstated in his original job as Night watcher at Saltore Colliery with immediate effect. But he shall not be paid any wages for the period of his idleness i.e. from the 5th April, 1966 till the date of his resumption. The aforesaid period from 5th April, 1966 till the date of his resumption shall be treated as leave without pay and shall not be treated as break in continuity of his service. He shall be given a salary of Rs. 155 p.m. in Gr. G. Considering the terms of compromise it shall have to be held that the compromise is reasonable. I accept the same and pass an award in terms of the joint petition of compromise annexure "A" which shall form part of the award. The award may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,

Presiding Officer,

Central Govt. Industrial Tribunal-cum-Labour Court No. 3,
Dhanbad

ANNEXURE 'A'

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

REFERENCE No. 65 OF 1968.

BETWEEN

Employers in relation to the Saltore Colliery & their workmen.

In the matter of the alleged wrongful termination of services of Shri Gyani Roy (Routh), Night watchman of Saltore Colliery w.e.f. 5th April, 1966.

Joint Submission of Parties

The parties aforesaid have since settled the dispute mutually on the following terms and conditions:—

(a) Snri Gyani Roy (Routh) shall be reinstated in his original job as Night watcher at Saltore Colliery with immediate effect.

(b) He shall not be paid any wages for the period of his idleness i.e. froh the 5th April 1966 till the date of his resumption.

(c) The aforesaid period from 5th April 1966 till the date of his resumption shall be treattd as leave without pay and shall not be treated as break in continuity of his servide.

(d) He shall be given a salary of Rs. 155 p.m. in Gr. G.

It is, therefore, prayed that the Honble Tribunal may be grarioosly pleased to give its award in terms thereof.

For the Workmen

1. (Sd.) MAHENDRA NARAYAN SINGH,
Asst. Secy. Colliery Mazdoor
Congress (HMS)
Bengal Hotel, Asansol.

For the Employers.

(Sd.) Illegible.

Superintendent (Ramgunge),
M/s. Bird & Co. (P) Ltd.,
Mg. Agents. M/s. Burrakur Coal
Co. Ltd., Bankola, P.O. Ukhra,
Dt. Burdwan (W. Bengal).

[No. 6/48/66-LR11].

(Sd.) Illegible.

18-10-68.

S.O. 4177.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Patherdih Colliery, Post Office Patherdih, District Dhanbad and their workmen, which was received by the Central Government on the 31st October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE No. 19 OF 1968

PRESENT:

Shri Sachidanand Sinha, Presiding Officer.

PARTIES:

Employers in relation to Patherdih Colliery, P.O. Patherdih, Dist. Dhanbad.

Vs.

Their workmen.

APPEARANCES:

For Employers.—Shri S. S. Mukherjee, Advocate, Executive Committee Member of the Indian Colliery Owners' Association.

For workmen.—Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha, P.O. Bhowra (Dhanbad).

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 23rd September, 1968

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to Patherdih Colliery and their workmen, by its order No. 2/10/66-LRII dated the 20th April, 1966, referred to the Industrial Tribunal Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication the dispute in respect of the matters specified in the schedule thereto. The schedule is extracted below:

SCHEDULE

"Whether the stoppage of work of the following twenty workmen was caused by the management of the Patherdih Colliery and if so, whether this action of the management was justified? If not, to what relief are these workmen entitled?"

- (1) Satish Bouri, Coal Cutter.
- (2) Mudrika Dusad, Tub Unloader.
- (3) Bishun Dusad, U. G. Trammer.
- (4) Ananta Roy, Coal Cutter.
- (5) Boka Mudi, Coal Cutter.
- (6) Jethu Mahato, Coal Cutter.
- (7) Robi Mia, Coal Cutter.
- (8) Hussain Mia, Coal Cutter.
- (9) Bindu Bouri, Coal Cutter.
- (10) Mansa Bouri, Coal Cutter.
- (11) Mohadeb Mia, Coal Cutter.
- (12) Bideshi Singh, Trammer.
- (13) Kalachand Bouri, Coal Cutter.
- (14) Birbal Bouri, Coal Cutter.
- (15) Sridhar Bouri, Coal Cutter.
- (16) Chakhan Bouri, Coal Cutter.
- (17) Mardhu Dusad, Tub Unloader.
- (18) Rameshwar Dusad, Tub Unloader.
- (19) Dayal Kora, Coal Cutter.
- (20) Kaupada Kora, Coal Cutter."

2. The reference was registered as Reference No. 75 of 1966 on its file by the Central Government Industrial Tribunal, Dhanbad. The Central Government by its order No. 8/25/67-LRII dated the 8th May, 1967, transferred the reference to the Central Government Industrial Tribunal No. 2 at Dhanbad where it was numbered as Reference No. 137 of 1967. By its subsequent order No. 8/71/68-LRII dated the 17th August, 1968, the Central Government transferred this dispute to this Tribunal No. 3 and the Reference has been renumbered as Reference No. 19 of 1968 by this Tribunal.

3. On behalf of the workmen Shri Ram Mitra, Secretary Bihar Koyala Mazdoor Sabha filed the written statement on the 13th June, 1966. It was alleged that the workers of the Colliery organised themselves in their Union namely Bihar Koyala Mazdoor Sabha in the year 1948 and that this Union put up just demands of the workers. The management began to terrorise the workers and adopted all possible and unjust practices to break the

Union. According to the Union the management of Patherdih Colliery did not fully implement the Coal Tribunal Award. It further alleged that though the coal tubs in the Colliery were of 40-1/2 cft. capacity, the management was paying to the miners only for 36 cft. in place of 40-1/2 cft. since the year 1957. The matter was referred to the proper authority with the result that on intervention of the labour department the management had to pay in full for 40-1/2 cft. tubs from week ending 17th July, 1965. However, the arrears arising out of less payment made to the workmen earlier, has yet to be made to the workmen concerned. The workers also demanded three years bonus from the management as per Bonus Ordinance but the management has been refusing to pay the same. It is also alleged that the management did not maintain attendance registers properly with a view to deprive the workers from Bonus, Provident Fund, Earned Leaves, etc.

4. The workmen further alleged that all of a sudden with effect from the second shift of the 15th July, 1965, the management stopped work of about 60—70 workmen including all the office bearers of the Union without giving any sort of notice to them. This action was taken by the management with the intention to finally break the Union and to avoid huge amount payable to the workers in the terms of payment of 40-1/2 cft. tubs and profit sharing bonus. Thereon on the 17th July, 1965, the workers jointly submitted written petition to the management protesting against the illegal stoppage of their work and demanded of the management to allow them to work without further delay. On the other hand the management, after receiving the joint petition from the workmen, issued charge sheets to the eleven leading workers only. Subsequently nine other workers were also chargesheeted. The workers submitted their reply denying the charge. The workmen therefore contend that the management wilfully and purposely stopped the twenty workmen concerned from the work and that the concerned workmen are accordingly entitled to get back their service with full back wages for the idle period.

5. The employers filed their written statement on the 23rd August, 1967. On behalf of the employers it is contended that the reference is vague inasmuch as it does not mention the alleged date or dates of stoppage of work of the twenty concerned workmen in the Schedule thereto.

6. Their main case is that the concerned workmen had resorted to an illegal strike from the 2nd shift of the 15th July, 1965 without any notice thereof. The employers made an application to the Regional Labour Commissioner (C), Dhanbad reporting to him the incidence, who after hearing the parties gave a decision holding the above strike illegal.

7. The employers further allege that during the period of the aforesaid strike some of the strikers threatened the willing workers with physical violence and for this misconduct and as well as for participating in the strike, charge sheets were issued on 19th July, 1965 to the nine workmen mentioned in serial Nos. 1, 4, 5, 6, 7, 8, 9, 10 & 11 (serial 1 & 4 to 11).

8. Sarvashree Mudrika Dusad and Bishun Dusad, the workmen in serial Nos. 2 & 3 did not take part in the strike but they threatened the willing workers with physical violence and charge sheets were issued to them as well on the 19th July, 1965 for the said charge.

9. The rest of the workmen at serial Nos. 12 to 20 were chargesheeted on the 27th August, 1965, for remaining absent without prior permission or for staying back from their work on an unauthorised leave from the 15th July, 1965.

10. The departmental enquiries were held into the chargesheets dated the 19th July, 1965 and 27th August, 1965 and the charge of misconduct mentioned therein was established. The employers recommended their dismissal and sought permission of the Assistant Labour Commissioner (C), Dhanbad where the matter is pending and no decision was given by the authority.

11. The employers also submitted that the workmen mentioned in the serial Nos. 1, 7, 9, 11, 15, 16, 17, 18, 19 & 20 joined New Sudamdih Colliery from the 2nd August, 1965 and on subsequent dates and thus they voluntarily abandoned their appointment in Patherdih Colliery.

12. According to them the employers did not stop the concerned twenty workmen mentioned in the schedule of reference on any date and as such the question of adjudication does not arise. The workmen concerned are not entitled to any relief.

13. The point for consideration in this reference is whether the stoppage of work of the concerned workmen was caused by the management of Patherdih Colliery. And if so, whether the management is justified. And if not, to what relief the workmen are entitled to?

14. No date from which the stoppage was alleged to have been caused is mentioned in the Reference. But though the management and the workmen have different versions about the cause of stoppage of work, in their written statements both of them admit that the

stoppage of work was from the 2nd shift of the 15th July, 1965. Since this is admitted by both the parties that the stoppage of work by the twenty concerned workmen was from the 2nd shift of 15th July, 1965, omission of the date of stoppage of work in the reference does not concern. The main point therefore, is to consider whether the management stopped the twenty concerned workmen from work or the workmen concerned refused to work in a concerted manner and that the management was not responsible for the same.

15. The contention of the management is that the incidence of stoppage of work from the 2nd shift of the 15th July, 1965 amounted to an illegal strike. In support of their contention the management have filed certain documents. Ext. M-7 is a notice dated the 16th July, 1965 issued by the manager of Patherdih Colliery to all the miners of the Patherdih Colliery stating that the miners of Patherdih Colliery stopped from going underground to work and had thus resorted to illegal strike from the 2nd shift of 15th July, 1965. The miners were asked to report for work immediately and that if the strike be not called off by 8 A.M. on the 17th July, 1965, the management shall take legal steps in the matter as may be considered necessary. Ext. M-8 is a letter dated the 16th July, 1965 issued by the manager, Patherdih Colliery to the Regional Labour Commissioner (C), Dhanbad in which it was alleged that from the evening of the 15th July, 1965, a few of the coal cutters of Patherdih Colliery were on strike and had stopped working and that this strike was without any notice or provocation from the side of the management and that it was an illegal strike. The Regional Labour Commissioner (C) was requested to take necessary action in the matter. Ext. M-10 is the decision of the Regional Labour Commissioner (C) dated the 30th March, 1967 in an application under Section 8(1) of the Coal Mines Bonus Scheme, 1948, in the matter of legality or otherwise of the strike at Patherdih Colliery on and from the 15th July, 1965. The Regional Labour Commissioner (C) held that the workmen numbering thirty as per list attached, had caused a stoppage of work on 15th July, 1965 without any prior information or notice as required under Section 22 of the Industrial Disputes Act, 1947 and as such it was a stoppage amounting to strike within definition of Section 2(q) of the Industrial Disputes Act, 1947. Since the Coal mines industry has been declared Public Utility Service and as these workmen did not give any notice while going on strike, he declared that this strike was illegal for the purpose of para 8 of the Coal Mines Bonus Scheme of 1948. It may be stated that the list of the thirty workmen attached to the above decision of the Regional Labour Commissioner (C) includes the names of the twenty workmen concerned. Ext. M-9 is a letter written by the Regional Labour Commissioner (C), Dhanbad to the General Secretary, Colliery Mazdoor Sangh, Dhanbad informing him that the stoppage of work by the workmen of Patherdih Colliery on and from the 15th July, 1965 was a strike within the meaning of Section 22 of the Industrial Disputes Act, 1947 and that for the purpose of Para 8 of the Coal Mines Bonus Scheme, 1948, this was an illegal strike. Para 8(4) of the Coal Mines Bonus Scheme provides scope of appeal from this decision of the Regional Labour Commissioner to be filed with the Industrial Tribunal. But in the instant case no appeal was filed by the workmen concerned.

16. The case of the workmen is that no notice of the said decision of the Regional Labour Commissioner (C) was communicated to Bihar Koyala Mazdoor Sabha, declaring the stoppage of work by the workmen concerned from the 15th, July, 1965 as illegal strike.

17. The workmen concerned have also filed certain documents in support of action taken by them after stoppage of work from the 2nd shift of 15th July, 1965. Ext. W-4 is a letter dated the 17th July, 1965, alleged to have been written to the Manager, Patherdih Colliery by the thirty workmen (including the twenty concerned workmen), to the effect that the management had stopped the work from the second shift of the 15th July, 1965 without giving any notice. They alleged that the management had done so in order to victimise them because of their association with Bihar Koyala Mazdoor Sabha. According to the workmen they sent this letter dated the 17th July, 1965 under Registered A.D. Post and that they received the A.D. Receipt (Ext. W-4A).

18. According to the management Ext. W-4 and W-4A are the got up documents. The management argued that Ext. W-4A is the A.D. Receipt relating to the reply of the charge sheets submitted by the concerned workmen on the 26th July, 1965 (Ext. M-2) and that this could never be linked with Ext. W-4. In this connection the management invited attention to interpolations made on top of Ext. W-4A. Though the words "Reply to Charge Sheets" have been penned through, it could still be deciphered with little effort. The Ext. W-4A is A.D. receipt pertaining to some letter delivered to and received by the Manager, Patherdih Colliery on the 28th July, 1965. Certainly the joint petition of the concerned workmen dated the 17th July, 1965 (Ext. W-4) alleged to have been written by the concerned workmen from Patherdih itself should not have taken eleven days in travelling from Patherdih to Patherdih. The interpolations on the top of Ext. W-4A and the date of the A.D. Receipt lend support to the contention of the management that Ext. W-4 and Ext. W-4A have been manufactured for the purpose of these proceedings and that the workmen did not address any such letter to Patherdih Colliery on the 17th July, 1965.

19. The main stand of the workmen is that the management refused to employ the workmen concerned from the second shift of the 15th July, 1965. In other words according to the workmen it was a case of illegal lock-out. Excepting Ext. W-4 and Ext. W-4A which cannot be relied upon, they have nothing to prove their action immediately after the stoppage of work. It was late on 5th August, 1965 that Bihar Koyala Mazdoor Sabha informed the authorities of this stoppage and sought for their intervention in the matter. This silence of the workmen concerned for a period of three weeks from the date of stoppage of work is quite inconsistent with their allegation of illegal stoppage of work by the management.

20. On the other side all actions of the management duly supported by Ext. M-7, M-8 & M-10 are quite consistent with their stand that the said stoppage of work by the concerned workmen from the second shift of 15th July, 1965 was an act of illegal strike by the workmen themselves. Every one participating in an illegal strike is liable to be dealt with departmentally. In this case I find that the management proceeded departmentally against the concerned workmen and on 19th July, 1965 issued chargesheets to the workmen mentioned in serial Nos. 1 to 11. The remaining nine workmen were chargesheeted on the 27th August, 1965. According to the Management the Departmental Enquiries have satisfactorily established the misconduct of the concerned workmen but no action has, however, been taken so far on the findings of the Departmental Enquiries.

21. Admittedly no action has been taken on the basis of the Departmental Enquiries. Therefore at this stage I need not enter into the validity or the propriety of the departmental enquiries. The proceedings of the Departmental Enquiries have been filed in order to show that the conduct of the management is consistent with their stand that it was an illegal strike and not stoppage of work by the management.

In view of all the above facts I hold that the stoppage of work by the concerned workmen from the second shift of 15th July, 1965 was not caused by the management of Patherdih Colliery and consequently the concerned workmen are not entitled to any relief. I give my award accordingly. Let it be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA, Presiding Officer.
Central Government Industrial Tribunal, No. 3, Dhanbad.
[No. 2/10/66-LRII.]

New Delhi, the 16th November 1968

S.O. 4178.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Balihari Colliery of Messrs Balihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 31st October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD

REFERENCE No. 22 OF 1968

PRESENT :

Shri Sachidanand Sinha, Presiding Officer.

PARTIES:

Employers in relation to the Balihari Colliery of Messrs Balihari Colliery Company Private Ltd.

Vs.

Their workmen.

APPEARANCES :

For Employers—Shri S. S. Kapur, Advocate.

For workmen—Shri S. V. Achariar, General Secretary, Hindusthan Khan Mazdoor Sangh.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, Dated the 20th September, 1968

AWARD

The Central Government, being of opinion that an industrial dispute exists between Balihari Colliery of Messrs Balihari Colliery Co. (P) Ltd. and their workmen, by its

order No. 2/73/66-LRII dated the 19th May, 1966, referred to the Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947, for adjudication the dispute in respect of the matters specified in the schedule thereto. The schedule is extracted below :

SCHEDULE

"Whether the action of the management of the Bahihari Colliery of Messrs Bahihari Colliery Company (Private) Ltd. in retrenching 376 workmen detailed below with effect from the 4th April, 1966 was justified and legal? If not, to what relief are these workmen entitled.

Names of workmen	Father's name	Designation	Date of appointment
1	2	3	4
1. Sri Jagdish Jha .	Digambar	Overman	1954
2. Sri Ramasish Panday .	Laibachan	Do.	1949
3. Sri Saktipada Mandal .	Iswarchandra	Sirdar	15-12-1964
4. Sri Doman Orang .	Mahu	Do.	29-11-1963
5. Sri Jawahar Mahato .	Prabhu	Do.	29-11-1963
6. Sri Rampati Ram .	Dudhnath	Do.	5-11-1962
7. Sri Scoprasad Singh .	Ramkishun	Do.	27-7-1962
8. Sri S. M. Hossain .	Syed Hossein	Do.	7-5-1962
9. Sri Someswar Panday .	Lahu	Do.	1961
10. Sri Doo Kr. Dubey .	Ramdeo	Munshi	2-4-1962
11. Sri Bijay Kr. Banerjee .	Balaram	Do.	14-10-1960
12. Sr. D. K. Meheta .	Jaintlal	Do.	27-9-1960
13. Sri Surajnath Panday .	Ramachhar	Do.	2-10-1960
14. Sri Mundrika Prasad .	Dukhan	Do.	27-7-1957
15. Sri Aj t Kr. Banerjee .	Baidyanath	Do.	30-6-1960
16. Sri Gangadhar Rana .	Pemon	Do.	17-6-1956
17. Ramatar Rout .	Misri	Do.	30-6-1954
18. Upendra Rajwar .	Debendra	Do.	1952
19. Sri Madho Barhi .	Gopal	Timber Mistry	1962
20. Sri Bhola Prasad .	Sitaram	Do.	24-11-1961
21. Sri Mahabir Barhi .	Burha	Do.	29-11-1960
22. Sri Modi Barhi .	Burha	Do.	1957
23. Sri Bhure Gope .	Haribhajan	Do.	31-3-1955
24. Sri Fulchand Barhi .	Burha	Do.	1955
25. Sri Ramsaran Gope .	Bacha	Do.	1957
26. Sri Ramdutt Gope .	Bacha	Do.	31-12-1954
27. Sri Ram Lal Gope .	Jaikram	Do.	31-12-1954
28. Sri PrayagBurhi .	Chetu	Do.	17-12-1954
29. Sri Ramu Mian .	Dehar Mian	Do.	26-6-1954
30. Sri Ram Kishore Gope .	Budhi	Do.	30-1-1954
31. Sri Rajram Gope .	Naran	Timber Mazdoor	20-12-1957
32. Sri Ramnaresh Gope .	Jageswar	Do.	21-10-1957
33. Sri Bhim Chamar .	Budhin	Do.	30-6-1957
34. Sri Barhan Bhuiya .	Jharo	Do.	30-6-1957
35. Sri Bisram Gope .	Budhai	Do.	31-12-1956
36. Sri Janki Hazam .	Jitan	Do.	30-3-1956
37. Sri Bali Mian .	Guru	Do.	30-9-1955
38. Sri Ramlakhan Gope .	Pancham	Do.	30-6-1955
39. Sri Cho u Mian .	Bandhan	Do.	30-3-1955
40. Sri Barhan Hazam .	Nanku	Do.	31-12-1954
41. Sri Janki Mahato .	Hiro	Do.	24-11-1951
42. Sri Heman Mian .	Dillu	Do.	31-12-1953
43. Sri Akbar Mian .	Md. Ali	Do.	1955
44. Sri Mohan Singh .	Dikha Singh	Line M stry	1955
45. Sri Gundri Gope .	Seonarayan	Do.	30-9-1954
46. Sri Jawahir Mian .	Ramjan	Do.	30-6-1954
47. Sri Sambhu Mahato .	Guman	Do.	30-9-1950
48. Sri Makra Mahato .	Guman	Do.	30-9-1949

1	2	3	4
49. Sri Lakhia Bauri . . .	Manu	Line Mistry	30-9-1949
50. Sri Manu Mahato . . .	Jagannath	Do.	30-9-1948
51. Sri Ramdha Bauri . . .	Kita	Do.	30-9-1956
52. Sri Lankeswar Mahato . . .	Jodhran	Line Mazdoor	30-6-1956
53. Sri Gobardhan Mahato . . .	Sambhu	Do.	30-6-1956
54. Sri Paguni Bhuiya . . .	Punit	Trammer Ug.	1959
55. Sri Barho Bhuiya . . .	Bhim	Do.	1958
56. Sr. Kokil Rajowar . . .	Bhim	Do.	1957
57. Sri Kishun Dusad . . .	Barhan	Do.	1957
58. Sr. Ramdhan Bhuiya . . .	Aklu	Do.	1957
59. Sr. B. deshi Bhuiya . . .	Gajo	Do.	1957
60. Sri Sraban Das . . .	M. Sri	Do.	1957
61. Sri Sramar Das . . .	Sita	Do.	1957
62. Sri Ramdhan Bhuiya . . .	Chamar	Do.	1957
63. Sri Jogneswar Dusad . . .	Punit	Do.	1957
64. Sri Sodagar Bhuiya . . .	Danu	Do.	1957
65. Sri Sel-m Mian . . .	Gumen	Do.	1957
66. Sr. Garbhu Dusad . . .	Amrit	Do.	1956
67. Sri Kunju Mian . . .	Karu	Do.	1956
68. Sri Ganpat Sao . . .	Gyar	Do.	1956
69. Sr. Deolal Dusad . . .	Sukar	Do.	1956
70. Sr. Baldeo Bhuiya . . .	Danu	Trammer Ug.	1956
71. Sri Dhaneswar Bhuiya . . .	Maulay	Do.	1956
72. Sri Baleswar Dusad . . .	Larho	Do.	1956
73. Sri Parameswar Bhuiya . . .	Barclan	Do.	1956
74. Sri Jaffar Mian . . .	Jana Mian	U.G. Trammer	1956
75. Sr. Etwar Bhuiya . . .	Buchan Bhuiya	Do.	1956
76. Sri Gobind Bhuiya . . .	Bhatu Bhuiya	Do.	1954
77. Sri Kamalwar Dusad . . .	Kailash Das	Do.	1955
78. Sri Akal Bhuiya . . .	Prayag Bhuiya	Do.	1955
79. Sri Raghu Bhuiya . . .	Chamar Bhuiya	Do.	1955
80. Sri Fagu Bhuiya . . .	Chamar Bhuiya	Do.	1955
81. Sri Sadagar Dusad . . .	Brihaspat Dusad	U.G. Trammer	1955
82. Sri Barandho Dusad . . .	Kashu Dusad	Do.	1955
83. Sri Jaijadh Dusad . . .	Jitar Dusad	Do.	1955
84. Sri Ramabetai Mahato . . .	Biseshwar Mahato	Do.	1955
85. Sri Girdhar Dusad . . .	Jawahar Dusad	Lo	1954
86. Sri Karu Bhuiya . . .	Beja Bhuiya	Do.	1954
87. Sri K. hor. Bhuiya . . .	Buji Bhuiya	Do.	1954
88. Sri Fauda Bhuiya . . .	Chhotu Bhuiya	Do.	1954
89. Sri Gajadhar Bhuiya . . .	Darjar Bhuiya	Do.	1954
90. Sri B. gah. Bhuiya . . .	P. na Bhuiya	Do.	1954
91. Sri Salim Mian . . .	Dakkar Mian	Do.	1954
92. Sri Puna Bhuiya . . .	Budhar Bhuiya	Do.	1954
93. Sri Rana Sati Bhuiya . . .	Gaimar Bhuiya	Do.	1954
94. Sri Ramdhan Dusad . . .	Jibbi Dusad	Do.	1954
95. Sri Hari Dusad . . .	Bu Chao Dusad	Do.	1954
96. Sri Rana Mian . . .	Kar Mian	Do.	1954
97. Sri Chhechi Dhuhi . . .	Bauchu Dhuhi	Do.	1954
98. Sri Mahima Bhuiya . . .	Dhaji Bhuiya	Do.	1951
99. Sri Gopi Bhuiya . . .	Lakechhu Bhuiya	Do.	1954
100. Sri Ramdas Gope . . .	Barod Gope	Do.	1952
101. Sri Paru Dhuhi . . .	Jhar Bhuiya	Do.	1954
102. Sri Ramdhan Dusad . . .	Raghu bar Dusad	Do.	1952
103. Sri M. ch. Bhuiya . . .	Alam Bhuiya	Do.	1952
104. Sr. Bhole Bhuiya . . .	Fadari Bhuiya	Do.	1951
105. Sri Seolal Gope . . .	Chhaka Gope	Surface Trammer	14-4-1958
106. Sr. Bhagat Gope . . .	Ahbarat Gope	Do.	23-3-1958
107. Sri Ritu Mahato . . .	Bhanu Mahato	Do.	22-1-1958
108. Sri J. har Bhuiya . . .	Ramdhan Bhuiya	Do.	30-6-1957
109. Sri Jiram Dusad . . .	Ramdhan Dusad	Do.	30-6-1957
110. Sri Kema Bhuiya . . .	Sugar Bhuiya	Do.	30-6-1957
111. Sri Lakhia Bhuiya . . .	Santoki Bhuiya	Do.	30-6-1957
112. Sri Ramghunath Gope . . .	Anup Gope	Do.	26-6-1957
113. Sri Shyam Lal Bhuiya . . .	Vandhu Bhuiya	Do.	1957

1	2	3	4
114. Sri Jugal Gope	Rambatar Gope	Do.	31-12-1956
115. Sri B. U. dwa Bhuia	Ramsaha' Bhuia	Do.	30-3-1956
116. Sri Dirogi Bhuia	Pa' chu Bhuia	Do.	1956
117. Sri H. ran D isadh	Madhu' D isadh	Do.	1956
118. Sri Jagannath Sir gh	Gir'saha' Sir gh	Do.	1956
119. Sri Mohar Mahato	Kheda' Mahato	Do.	1956
120. Sri Bhagirai Gope	Fera' Gop-	Do.	1956
121. Sri Raudhu Bhagat	Bihari bhagat	Do.	1956
122. Sri B. dha' Bhuia	Meghu Bh ia	Do.	22-9-1955
123. Sri Jago Hazam	Rohar Hazam	Do.	1955
124. Sri Dwarika Dusadh	D'kha' D isadh	Surface Trammer	1955
125. Sri Charai D isadh	R'pai D isadh	Do.	1955
126. Sri R'pa Bhuia	Dhar u Bhuia	Do.	1955
127. Sri Bengali Bhuia	Kar' Bh ia	Do.	1955
128. Sri Ramdulai Bhuia	Meghu Bhuia	Do.	1955
129. Sri Lakhan Bhagat	Bihari Bhagat	Do.	1955
130. Sri Sitaram Gope	Gogachar Gope	Do.	1955
131. Gopal Mahato	Chhokka Mahat	Do.	30-9-1954
132. Sri Pati D isadh	Lakha D isadh	Do.	17-5-1954
133. Sri Gobind Dudadh	Dasi' D isadh	Do.	31-3-1954
134. Sri D'khi Bhuia	Pa'rag Bhuia	Do.	30-6-1954
135. Sri Kameswar Bhuia	Dna' eswai Bhuia	Do.	30-6-1954
136. Sri Chhediram Kahato	Babowar Kahar	Do.	30-9-1954
137. Sri Gainu Bhuia	Jhi gai Bh ia	Do.	30-9-1954
138. Sri Batawa Kamin	S'bhaz Rajowar	Do.	1954
139. Sri Sakar D isadh	Bh kha' Dusadh	Do.	1954
140. Sri Rewa D isadh	B'kna D isadh	Do.	1954
141. Sri Bhispat Bhuia	Chamarai	Do.	1954
142. Sri Sujat Man	Jhar' Man	Do.	1954
143. Sri Mo i Bhuia	Rewa Bhuia	Do.	1954
144. Sri Gopal Bhuia	Samai	Do.	1954
145. Sri Sona Bhuia	Fag i Bhuia	Do.	1954
146. Sri Ranchi dra Mahato	Ramda' Mahato	Do.	1954
147. Ramgan Kumhar	Brijmohar Kumhar	Do.	1954
148. Sri Ramnacey Gope	Ramsinder Gope	Surface Trammer	1954
149. Sri Madho D isadh	Jhhuppar Dusadh	Do.	1954
150. Sochha d Dusadh	Gingo Du adh	Do.	1954
151. Sri Mohabir Dusadh	Na'hak D isadh	Do.	1954
152. Sri Kata Bh uya	Gorib Bh uya	Do.	1954
153. Smt. S. uwa Kamin	w/o Langi	Do.	1952
154. Smt. Daa wa Kamin	w/o Ruplal	Do.	1952
155. Smt. Pa iwa Kamin	w/o Sau lagar	Do.	1952
156. Sri Kailash Mah	s/o Bahamdeo Mah	Onsetter	5-8-1960
157. Sri Parikhit Mehta	s/o Alubara' Mehta	Do.	30-12-1956
158. Sri Satya arai. Tewari	Durgaprasad	Do.	31-12-1956
159. Sri Anda Orar g	Bhuta' Orar g	Do.	1956
160. Sri Kailu Gope	Ramabhar Gope	Do.	30-12-1954
161. Sri Barho D isadh	Pa'ru D isadh	Do.	30-6-1954
162. Sri Durlai Dusadh	Ge' di D isadh	Do.	30-3-1954
163. Sri Lalloo Orar g	Chhatu Orar g	Do.	31-12-1953
164. Sri Siba Mahato	Doman Mahato	Do.	30-3-1953
165. Sri Darbari Mahato	Doma' Mahato	Do.	1953
166. Sri Gurja Routh	Ramewar Routh	Banksman	26-5-1957
167. Sri Ramnanda Sharma	Umachara'	Do.	30-3-1957
168. Sri Bujath Tewari	Kripa' u'h Tewari	Do.	31-12-1956
169. Sri Kesho Bhuia	Bhola Bhuia	Do.	1956
170. Sri Shyam Sunder Lal	Haripada Lal	Do.	31-12-1953
171. Sri Renghu Mahato Lal	Mahato	Do.	30-3-1950
172. Sri Bharat Mahato	Mahato Chhatu	Do.	30-3-1950
173. Sri Sagarchand Mahato	Dama' Mahato	Pump Khalasi	12-9-1960
174. Sri Ganesh Mahato	Jadu Mahato	Do.	30-8-1960
175. Sri Shashai ka M tra	Rajar i Mitra	Do.	1-5-1960
176. Sri Gobordhat Mahato	Gobul' Mahato	Do.	8-6-1960
177. Sri Bhika Mahato	Rohan Mahato	Do.	25-5-1960
178. Sri Jawala Prasad Upadhyay	Tulshi	Do.	20-12-1957
179. Sri Budhan Mahato	Karchan Mahato	Do.	11-12-1957

I	2	3	4
180. Sri Jawahir Singh	Eknath Singh	Pump Khalasi	30-8-1957
181. Sri Tasrul Mia	Khalil Mia	Do.	21-8-1957
182. Sri Sa ikhi Bhagat	Bhigi Bhagat	Do.	30-6-1957
183. Sri Chandrika Routh	Chhatu Routh	Do.	30-6-1956
184. Sri Sahadeo Mahato	Bhadru Mahato	Do.	30-6-1956
185. Sri Bharat Mahato	Sukhu Mahato	Do.	31-12-1955
186. Sri Jageswar Mahato	Sukhu Mahato	Do.	31-12-1955
187. Sri P. K. Das	K. S. Das	Do.	31-12-1955
188. Sri Nirpat Ram	Budhan Ram	Do.	30-9-1955
189. Sri Hiralal Orang	Staban Orang	Do.	31-12-1954
190. Sri Matla Mahato	Haradhan	Do.	31-12-1954
191. Sri Khalil Mia	Mia Jan	Do.	30-6-1948
192. Sri Mahabir Mahato	Chotu	Do.	3-1-1954
193. Sri Dasarath Mahto	Aklu	Haulage Khalasi	31-12-1957
194. Sri Ashu Mahato	Aklu	Do.	30-5-1957
195. Sri Sridhar Sarkar	Surendra	Do.	30-6-1956
196. Sri Kulcharan Mahato		Do.	30-6-1956
197. Sri Chahtu Mahato	Harkhu	Do.	30-12-1956
198. Sri Tnakuri Bhuiya	Bishuni	Do.	30-9-1954
199. Sri Osman Miah	Rejak	Do.	1954
200. Sri Kapoor Miah	Hamir	Do.	1964
201. Sri Khatir Miah	Rejak	Do.	31-12-1957
202. Sri Rejha Mahato	Farku	Do.	31-12-1950
203. Sri D ikhan Dasadh	Madho	Do.	30-6-1950
204. Sri Bandhu Miah	Kanoo	Do.	31-12-1948
205. Sri Majadi Mahato	Durga	Do.	30-9-1948
206. Sri Ramlal Kimhar	Brijmohan	Fireman	10-10-1961
207. Sri Bhamar Bowri	Shambhu	W/E Khalasi	12-10-1960
208. Sri Shyamlal Rajwar	Bhutan	Do.	10-1-1957
209. Sri Seo Murat Gope	Bihari	Do.	30-6-1956
210. Sri Tulshi Mahato	Laloo	Do.	30-6-1956
211. Sri Banshi Mahato	Gangoo	Do.	1956
212. Sri Balawa Mahato	Chabi	Do.	1951
213. Sri Kesho Mahato	Harkhu	Do.	1950
214. Sri Fag i Mahato	Hiriram	Do.	1948
215. Sri S. K. Mitra	A. N. Mitra	Reg. Clerk	5-9-1960
216. Sri Sukra Hari	Pokhan	Sweeper	11-7-1962
217. Smt. Kalawati Kamin w/o	Haria	Do.	29-7-1962
218. Sri Jhari Hari s/o	Radha	Do.	29-7-1962
219. Sri Bisheswar Hari	Laloo	Do.	22-4-1968
220. Sri Bhudhan Hari	Gajoo	Do.	1957
221. Sri Rishan Hari	Aklo	Do.	31-12-1963
222. Sri Rohini Hari w/o	Rishon	Do.	31-12-1963
223. Sri Robin Hari	Lkahan	Do.	30-8-1953
224. Sri Bhabhi Harin w/o	Haria	Do.	30-8-1953
225. Sri Sreepati Hari	Ridhu	Do.	1951
226. Sri Haria Hari	Radha	Do.	30-3-1956
227. Sri Prabhu Nath	Lal Mohan	Night Guard	
228. Sri Rajdeo Singh	Paramanand	Do.	
229. Sri Pairag Gope	Ajodhya	Do.	
230. Sri Sakaldeo Dusadh	Hulash	Do.	
231. Sri R neshwar Singh	Raghubir Singh	Do.	
232. Sri Nandu Mahato	Dukhan	Do.	
233. Sri Harihar Gope	Chhagu	Do.	
234. Sri Khari Orangin w/o	Saraban	Wagon Loader	1-1-1962
235. Sri Jitni Or ngin w/o	Ramoo	Do.	16-11-1961
236. Sri Makri Orangin w/o	Dinu	Do.	10-8-1961
237. Sri Dashi Orangin w/o	Jatal	Do.	31-12-1957
238. Sri Jasheda Orangin w/o	Nakul	Do.	30-6-1957
239. Sri Felani Orangin w/o	Kandan	Do.	11-12-1956
240. Sri Dashi Orangin w/o	Radhu	Do.	30-6-1956
241. Sri Janakwa Bhuiyan w/o	Dukhl	Do.	30-6-1956
242. Sri Sundri Bhuiyan w/o	Deodhari	Do.	30-5-1956

1	2	3	4
243. Sri Binoti Otangin w/o	Kalipada Surjan	Wagon Loader	13-4-1956
244. Sri Biroda Otangin w/o		Do.	13-3-1956
245. Sri Parbari Bhuiyan w/o	Chaku	Do.	3-5-1955
246. Sri Gorki Bhuiyan w/o	Gopi	Do.	30-5-1955
247. Sri Rani Orangin w/o	Jitan	Do.	4-4-1954
248. Sri Nani Orangin w/o	Rameswar	Do.	30-9-1954
249. Sri Chandramani Oring w/o		Do.	30-6-1957
250. Sri Bishni Orangin w/o	Kita	Do.	1954
251. Sri Kamli Orangin w/o	Somar	Do.	1-1-1962
252. Sri Kamli Orangin w/o	Lal	Do.	1-1-1962
253. Sri Chaitu Orangin w/o	Rojan	Do.	1-1-1962
254. Sri Upasni Orangin w/o	Bhagha	Do.	1-1-1962
255. Sri Dakhia Kamin Orangin w/o	Dashu	Do.	1-1-1962
256. Sri Sakri Kamin w/o	Doman	Do.	1-1-1962
257. Sri Mahadeo Bhuiya s/o	Babulal	Do.	1-1-1962
258. Sri Laljit Bhuiya s/o	Domna	Do.	1-1-1962
259. Sri Babulal Bhuiya s/o	Mangal	Do.	1-1-1962
260. Sri Achala Orangin d/o	Mangal		
261. Sri Ramprasad Bhuiya s/o	Chaita	Do.	1-1-1962
262. Sri Badamia Kamin d/o	Hari	Do.	1-1-1962
	Ahal	Do.	1-1-1962
263. Sri Jagdish Bhuiya s/o	Ramschel	Do.	1-1-1962
264. Sri Jaimaitu Bhuiya s/o	Bihari	Do.	1-1-1962
265. Sri Nuni Orangin w/o	Ghashiram	Do.	24-11-1961
266. Sri Kusum Orangin w/o	Lakhairam	Do.	1954
267. Sri Kamini Orangin w/o	Ratan	Do.	1954
268. Sri Faguni Bhuiyan	Raman	Do.	17-6-1954
269. Sri Sagari Orangin	Nakul	Do.	14-6-1954
270. Sri Somri Orangin	Budhu	Do.	14-6-1954
271. Sri Bhagia Bhuiya	Kishnu	Do.	30-5-1954
272. Sri Subhia Bhuiya	Karu	Do.	3-5-1954
273. Sri Sabran Manjhi	Hartine	Do.	21-3-1954
274. Sri Saraswati Orangin	Fagu	Do.	30-3-1954
275. Sri Kamli Bhuiya	Gokul Bhuiya	Shalepicker	1-1-1962
276. Sri Ridu Mahatin	Bao	Do.	1-1-1962
277. Sri Karuna Orangin	Babulal	Do.	18-7-1956
278. Sri Mandal Orangin	Kinu	Do.	16-12-1955
279. Sri Dhan Orangin	Jatal	Do.	30-6-1955
280. Sri Dhanwa Dusadhin d/o	Shanker	Do.	30-6-1955
281. Sri Joshi Orangin w/o	Sankar	Do.	30-6-1955
282. Sri Suza Orangin w/o	Nuna	Do.	31-3-1955
283. Sri Mohini Mahattan	Etowari	Do.	31-12-1954
284. Sri Sugia Bhuiya	Moti	Do.	30-6-1954
285. Sri Sobni Orangin	Chaitu	Do.	14-6-1954
286. Sri Robni Orangin	Banu	Do.	27-5-1954
287. Sri Sani Mahajan	Ashu	Do.	22-9-1954
288. Sri Dupia Mahattan	Matalu	Do.	31-3-1954
289. Sri Alua Mahattan	Dhanraj	Do.	31-3-1954
290. Sri Rupu Majhan	Hari	Do.	13-3-1954
291. Sri Badamia Kamin d/o	Ahal	Do.	1-1-1962
292. Sri Susari Rajwarin	Udai	Do.	27-5-1953
293. Sri Dulia Mahatan	Bhiku	Do.	8-3-1952
294. Sri Faloni Mehjan	Deban	Do.	30-6-1951
295. Sri Sanhova Mehjan	Madhu	Do.	1-9-1949
296. Sri Sonia Mahattan	Chatu	Do.	30-9-1949
297. Sri Ramsunder Gope s/o	Bacha	Tindal Mazdoor	1955
298. Sri Saikait Ali	Ishak	Electrician	10-9-1961
299. Sri Rajendra P.I.	Randas	Do.	10-9-1960
300. Sri P.K.Chakravartee	Rajani	Do.	1954

1	2	3	4
301. Sri Durga Prasad	Sukar	Electrician	1950
302. Sri Kinu Mahato	Bhatan	Filter	31-12-1957
303. Sri Jagdish Choudhri		Do.	1957
304. Sri Haria Mahato	Raghu	Do.	30-6-1952
305. Sri Soharai Mahato	Malta	Do.	1950
306. Sri Nandlal Mahato	Manik	Do.	Do.
307. Sri Gendu Dusad	Bandhan	Blacksmith	30-6-1954
308. Sri Mathura Lohar	Ramlal	Do.	1949
309. Sri Lotan Lohar	Bhatu	Do.	Do.
310. Sri Sabran Dosad	Nuna	Hammerman	30-6-1956
311. Sri Misri Dusad	Nuna	Do.	30-9-1955
312. Sri Kailash Sao	Butan	Do.	1952
313. Sri Aghnu Shao	Do.	Do.	30-9-1948
314. Sri Jhari Mahato	Birju	Latheman	1954
315. Sri Ramnareesh Pandit	Gajo	Do.	1951
316. Sri Jagdeo Lohar	Manik	Do.	Do.
317. Sri Badri Raut	Basant	Do.	1948
318. Sri S. C. Mitra	Satish	Despatch Clerk	26-10-1946
319. Sri J. Bhattacharjee	A. S. Bhatta	Do.	22-11-1945
320. Shri Nani G. Dutta	Mahindra	Bill Clerk	11-6-1962
321. Sri Adhyananda Singh	Eknath	Do.	11-9-1962
322. Sri Samir R. Mukherjee	Charu	Do.	1952
323. Sri Brahmamurti Singh	Rambhoroze	Loading Clerk	5-2-1963
324. Sri N. P. Dey	J. N. Dey	Cap. L. Issuer	8-9-1960
325. Sri Morilal Orang	Durga	Do.	May, 1964
326. Sri Dilip Kr. Sarkar		Do.	May, 1964
327. Sri Indramani Debi w/o	Nunu Ram	Midwife	May, 1964
328. Sri Munshi Mali s/o	Barahmdoo	Gardner	14-6-1957
329. Sri Jatal Orang	Jadoo	F.R. Cleaner	30-4-1956
330. Sri Tupli Orangin w/o	Babu Lal	Ash Cleaner	12-4-1956
331. Sri Sukhada Orangin	Bideshi	Do.	1952
332. Sri Gondia Mahattan	Gajo	Do.	1-9-1959
333. Sri Sabitri Bourin	Hariram	Do.	17-10-1951
334. Sri Susari Bourin	Akl	Do.	19-3-1948
335. Sri Dhaneswari Bhuiyani	Ramdular	Do.	29-9-1954
336. Sri Kista Mahato s/o	Rama	Earth Cutter	1955
337. Sri Seomani Gope	Ramkhelwan	W.E. Cleaner	18-5-1957
338. Sri Lalmon Pasni	Badri	Do.	31-3-1961
339. Sri Duannram Mishir	Auneswar	Bailing. Maz.	30-6-1956
340. Sri Badna Orang	Guna	Do.	5-6-1954
341. Sri Sufai Manao	Lukhiram	Do.	30-9-49
342. Sri Sagarin Hari	Prayag	Shotfire Maz.	30-6-1948
343. Sri Jagdish Ram	Atwari	Do.	30-6-1954
344. Sri Makua Hari	Pokhan Hari	Bus Cleaner	13-12-1955
345. Sri Sautu Rewani	—	Elect. Helper	30-9-1953
346. Sri Raj Md.	Hur Md.	Lathe Helper	30-5-1954
347. Sri Hari Singh	—	Moulder Helper	30-6-1956
348. Sri Baaglu Chamar	Suku	Moulder Maz	1957
349. Sri Bisneswar Singh	Charka	Moulder	30-9-1948
350. Sri Gulzar Mian	Ishaque	Do.	1951
351. Sri Jeco Mian	Alivaza	Do.	1952
352. Sri Budhu Orang	Panchu	Lamp Mazdoor	10-10-1956
353. Sri Budhu Orang	Jadu Orang	Gel. Mazdoor	5-6-1954
354. Sri Mitun Bhuiya	Atwari	Tippler Khiasi	11-3-1949
355. Sri Parmeswar Bhuiya	Barhan	Do.	1956
356. Sri Daroari Bhuiya	Bihari	Do.	1951
357. Sri Saroda Orang	Prankista	Wagon Shunter	1-1-1962
358. Sri Ramsaran Mali	Brahmdoo Mali	Do.	10-3-1961
359. Sri Boria Rajowar	Keka Rajwar	Do.	1-10-1956
360. Sri Satish Orang	Durga Orang	Do.	1-1-1960
361. Sri Janki Bhuiyan	Bhaneswar Bhuiyan	Do.	1951
362. Sri S. D. Chatterjee	T. P. Chatterjee	Asst. Surveyor	1-5-1962
363. Sri D. P. Routh	Basant Routh	Store Clerk	1947
364. Sri Ashir Kr. Das	K. K. Das	Do.	1944
365. Ramanand Pandit	B. Pandit	Canteen Supvr.	16-4-1942
366. Sri P. D. Trivedi	—	Oil Issuer	1955

1	2	3	4
367. Sri Munde Singh	Seopat Singh	O 1 Issuer	1945
368. Sri Sarju Singh	Budhan Singh	Bus Driver	1953
369. Md. Samsul	M.d ud-din	Wiader	9-7-1962
370. Sri Sadori Majhan w/o	Sriman Majoi	P.H.B. Attd.	30-6-1953
371. Sri Sukri Orangin	Durga Orang	Shale Picker	30-6-1949
372. Sri Mundri Mahattan	Laldnari	Do.	30-6-1949
373. Sri Kunja Kaharin	Kisan	Do.	30-6-1948
374. Sri Karuna Bowrin	Narain	Do.	30-6-1948
375. Sri Mukti Mahattan	Birroo	Do.	1947
376. Sri Sonia Mahattan	Hemlal	Do.	1949

2. The reference was registered as Reference No. 94 of 1966 on its file by the Central Government Industrial Tribunal, Dhanbad. The Central Government by its order No. 8/25/67-LRII, dated the 8th May, 1967, transferred the reference to the Central Government Industrial Tribunal No. 2 at Dhanbad where it was numbered as Reference No. 148 of 1967. By its subsequent order No. 8/71/68-LRII, dated the 17th August, 1968, the Central Government transferred this dispute to this Tribunal No. 3 and the reference was renumbered as Reference No. 22 of 1968.

3. The workmen filed their written statement on the 17th July, 1967 and the employers filed the written statement on the 7th June, 1968. Since the dispute has been settled amicably, I do not feel it necessary to state the respective cases of both the parties in details. Speaking very briefly the case of the employers, however, was that in the month of July, 1965, the raising of coal at this Colliery was 12,376 tons and that the same came down to only 1,600 tons in the month of March, 1966. Such a situation demanded reduction in the labour strength and that the management, therefore, retrenched the 376 workmen as mentioned in the schedule of the reference with effect from the 4th April, 1966. When the outlook of the Colliery showed some improvement, 127 workmen out of the total 376 workmen retrenched, were taken back in service and provided with the work. The management contended that the aforesaid retrenchment was affected in accordance with the provisions of Section 25(f) of the Industrial Disputes Act, 1947 and that in affecting the retrenchment they strictly followed the principle "Last come first go". This retrenchment was inevitable and was done purely for genuine trade reasons.

4. The workmen's case was that this retrenchment was affected to break the workers' resistance and is a genocidal massacre of the union. They contended that there was enough coal reserve in the Colliery and that the workmen were not surplus and that the management might subsequently restart work in the colliery under contractors. The management's action of retrenchment violated Clause 7 of the Agreement dated 13th March, 1966.

5. The management in their rejoinder, denied all these allegations made by the workmen.

6. Both the parties have subsequently filed a joint petition of compromise. The terms of compromise stipulate that out of the 376 workmen retrenched, whose names have been shown in the schedule of the reference, the management later on reconsidered the matter and rescinded the retrenchment in respect of the 127 workmen as per list 'A' attached and provided them with the work keeping their continuity of service in tact. The management further agreed to pay legal dues of these 127 workmen, if any, and it not already paid to them after taking back in service. The union agreed to the retrenchment of the rest 249 workmen. It transpired that out of these 249 workmen, the twelve workmen whose names are shown in the list 'B' attached, had not received the retrenchment compensation payable to them. The total amount of the compensation payable to them, comes to Rs. 14,429.80 only and the management agreed to pay this amount within the period of one month from the date of the award.

Considering the terms of compromise I hold that the compromise is reasonable, fair and satisfactory and I accept the same, and pass an award in the terms of the joint petition of compromise at annexure 'T' which will form a part of my award. Let it be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA, Presiding Officer.

Central Government Industrial Tribunal No. 3, Dhanbad.

ANNEXURE "I"

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3, DHANBAD

In the matter of Reference No. 22 of 1968 (Old Reference No. 148 of 1967).

BETWEEN

Employers in relation to Balihari Colliery of M/s Balihari Colliery Co., Private Ltd., P.O. Nusunda, Dist. Dhanbad.

AND

Their Workmen.

Joint Petition of Compromise

Both the parties in the case respectfully submit:—

- (1) That this case is fixed for filing compromise before your Honour.
- (2) That both the parties without prejudice to their respective stands, after mutual negotiations, have amicably resolved this dispute on the following terms:—

Terms of Settlement

- (a) That 376 workmen as shown in the Schedule to the Reference were retrenched. The Management later on reconsidered the matter and rescinded the retrenchment notices in respect of 127 workmen whose names are shown in the List 'A' attached, and provided them with work keeping continuity of their service intact.
- (b) That the Management agrees to pay the legal dues, if any, and if not already paid to the workmen taken back in service and whose names are shown in the List 'A' attached.
- (c) That in the case of 12 workmen whose names are shown in the List 'B' attached, it is stated that they had not received their retrenchment compensation payable to them. The total amount of this retrenchment compensation payable to them comes to Rs. 14,429.80 P. (Rs. Fourteen Thousand, Four Hundred Twenty-Nine and Paise Eighty) only and this shall be paid to them as shown against each workman in the said list.
- (d) That the Union agrees to the retrenchment of the rest 249 workmen.
- (e) The Management agrees, to pay the amount as stated in the clauses above, within a period of 1 (One) month from the date of Award.
- (3) That the parties having amicably resolved the dispute shall bear their own cost.
- (4) That this agreement is fair and reasonable.

It is, therefore, humbly prayed that your Honour may be pleased to accept this compromise as fair and reasonable and on the basis of the terms of the said compromise give an Award.

And for this act of kindness your petitioners shall, as in duty bound, ever pray.

Dated 2nd September, 1968.

For Workmen

S. V. ACHARIOR,

General Secretary,

Hindusthan Khan Mazdoor Sangh.

For Employer

(Sd.) Illegible,

Director,

Balihari Colliery Co., Pvt. Ltd.

Balihari Colliery.

(Sd.) SACHIDANAND SINHA, Presiding Officer.

Central Government Industrial Tribunal-Cum-Labour Court (No. 3) Dhanbad.

LIST—A

M/S. BALIHARI COLLIERY COMPANY PRIVATE LIMITED
BALIHARI COLLIERY

List of persons who have been taken back in service.

Sl. No.	Name	Father's Name	Designation
1	Shri Mohan Singh	Dukha Singh	Line Mistri
2	Shri Sambhu Mahato	Guman	Do.
3	Shri Lankesar Mahato	Jodhram	„ Mazdoor
4	Shri Gobardhan Mahato	Sambhu	Do.
5	Shri Sasanka Mitra	Rajani Mitra	Pump Khalasi
6	Shri Bhikha Mahato	Rohan Mahato	Do.
7	Shri Jawahir Singh	Eknath Singh	Do.
8	Shri Bharat Mahato	Suku Mahato	Do.
9	Shri Jageswar Mahato	Suku Mahato	Do.
10	Shri P. K. Das	K S Das	Do.
11	Shri H'ra La' Orang	Srawan Orang	Do.
12	Shri Matala Mahato	Haradhan Mahato	Do.
13	Shri Sonachand Mahato	Doman	Do.
14	Shri Dasrath Mahato	Akloo Mahato	Haulage Khalasi
15	Shri Sridhar Sarkar	Surendranath	Do.
16	Shri Kalicharan Mahato		Do.
17	Shri Chhotu Mahato	Harkhu	Do.
18	Shri Thakuri Bhuia	Bisuni Bhuia	Do.
19	Shri Khatir Mian	Rajak Milan	Do.
20	Shri Madho Barhai	Gopal Barhai	Timber Mistri
21	Shri Bhola Prasad	Sitaram Prasad	Do.
22	Shri Ramdutt Gupe	Bacha Gope	Do.
23	Shri Ram Laxhan Gope	Pancham Gope	Timber Mazdoor
24	Shri Barhan Hazam	Nanku Hazam	Do.
25	Shri Bharat Mahato	Chhotu Mahato	Banksmen
26	Shri Renghu Mahato	Lajo Mahato	Do.
27	Shri Darbari Mahato	Doman Mahato	Onsetter
28	Shri Siba Mahato	Naniram	Do.
29	Shri Darbari Dusadh	Gendu Dusadh	Do.
30	Shri Kallu Gope	Ramautar Gope	Do.
31	Shri S. N. Tewari	Durga Prasad	Do.
32	Shri Parikhit Mehta	Ahibaran	Do.
33	Shri Kailash Mali	Brahmdeo	Do.
34	Shri Ram Lal Kumhar	Brij Mohan	Fireman
35	Shri Ram Sunder Gope	Tyndal Mazdoor	Tyndal Mazdoor
36	Shri P. K. Chakravarty	Rajani Chakravarty	Electrician
37	Shri Rajendra Prasad Pandey	Ramdas Prasad	Do.
38	Shri Saikat Ali	Isak Ali	Do.
39	Shri Santu Rewani		Electric Helper
40	Shri N. P. Dey	K. N. Dey	Cap Lamp Issuer
41	Shri Motilal Orang	Durga Orang	Do.
42	Shri Banjia Rajwar	Keka Rajwar	Wagon Shunter
43	Shri Ramsaran Mali	Brahmadeo Mali	Do.
44	Shri Satish Orang	Durga Orang	Do.
45	Shri Sarda Orang	Prem Kisto Orang	Do.
46	Shri Budhu Orang	Jadu Orang	General Mazdoor
47	Shri Budhu Orang	Panchu Orang	Lamp Mazdoor
48	Shri Nando Mahato	Dukhan Mahato	Night Guard
49	Shri Rameshwar Singh	Raghubar Singh	Do.
50	Shri Sakaldeo Dusadh	Ulas Dusadh	Do.
51	Shri Rajdeo Singh	Parmanand	Do.
52	Shri Prabhu Nath Ram	Lal Mohan	Do.
53	Shri Prayag Gope	Ayodhya Gope	Do.
54	Shri Harihar Gope	Chhangu Gope	Office Peon
55	Shri J. Bhattacharya	A.S. Bhattacharya	Despatch Clerk
56	Shri S. C. Mitra	Satish Ch. Mitra	Do.

Sl. No.	Name	Father's Name	Designation
<i>Balihari Colliery</i>			
57	Shri Samir Rajan Mukherjee	Charu Ch. Mukherjee	P.F. Clerk.
58	" Nandi Gopal Datta	Minindra Nath Datta	Bill Clerk.
59	" Aiyappa Singh	Ekarth Singh	Do.
60	Adhir Kumar Das	K K Das	Store Clerk.
61	" Brahma Murti Singh	Ran Bhatoose Singh	Loading Clerk.
62	" Madho Singh	Sonur Singh	Oil Issuer.
63	" S.K. Mitra	A N Mitra	Attendance Clerk.
64	" B.K. Banerjee	Bhram Banerjee	Minshi
65	" Surva Nath Pandey	Ram Nath Pandey	Do.
66	" D.K. Nar Dabey	Ran Leo Dabey	Do.
67	" Kesho Mahato	Hurkhu Mahato	Windng Eng. Kh.
68	" T. J. Mahato	Laloo Mahato	Do.
69	" Seo Murti Gope	Bihari Gope	Do.
70	" Shyam Lal Rajwar	Bhutan Rajwar	Do.
71	" Bhawan Bauri	Shambhu Bauri	Do.
72	Smt. Indramoni Devi	W/o Nani Ram	Mat. wife.
73	" Sukari Orag'in	" Durga	Shale Picker
74	" Suba Orag'in	" Chaiti Orag'in	Do.
75	" Kamal Bauri	" Gokul Bauri	Do.
76	" B. lu Mahato	" Ba o Mahato	Do.
77	Shri Fagat Bhuia	Punit Bhuia	U/G Trammers.
78	" K. J. Man	Katoo	Do.
79	" Balaswar Dusadh	Barho Dusadh	Do.
80	" Jafar Mia	J. mai Mian	Do.
81	" Gobind Bhua	Bhat Bhuia	Do.
82	" Kameswar Dusadh	Kalash Dusadh	Do.
83	" Akal Bhuia	Prayag Bhuia	Do.
84	" Sadagar Dusadh	Brhpati Dusadh	Do.
85	" Ranotar Mahato	Bisakar Mahato	Do.
86	" Rasul Mian	Ka i Mian	Do.
87	" Bhagwati Gope	Ah'barai Gope	Surface Trammer
88	" R'to Mahato	Bhat Mahato	Do.
89	" T. gal Gope	Ramati Gope	Do.
90	" Hiran Dusadh	Mudhu Dusadh	Do.
91	" Jago Hazam	Rohar Hazam	Do.
92	" Dvarika Dusadh	Dikhar Dusadh	Do.
93	" Chitra Dusadh	Rupa Dusadh	Do.
94	" Ram D'lar Bhuia	M'gho Bhuia	Do.
95	" Sitaram Gope	Gijadhar Gope	Do.
96	" Gopal Mahato	Chhaku Mahato	Do.
97	" Sukar Dusadh	Bh'khar Dusadh	Do.
98	" Ram Chander Mahato	Ramdar Mahato	Do.
99	" Madho Dusadh	Jh'pai Dusadh	Do.
100	" Socha Dusadh	Ga'ga Dusadh	Do.
101	" Mahabir Dusadh	Nishak Dusadh	Do.
102	Smt. Tipl Orag'in	W/o Babulal	Ash Cleaner.
103	" Gaudia Mahtam	" G'jo Mahato	Do.
104	Shri Babulal Bhuia	Mangal Bhuia	Wagon Loader
105	" Duljit Bhuia	Mangal Bhuia	Do.
106	" Mahadeo Bhuia	Doma Bhuia	Do.
107	Smt. Sukri Kamin	W/o Babulal	Do.
108	Shri Ram Prasad Bhuia	Hari Bhuia	Do.
109	Smt. Nani Orag'in	W/o. Ramesar	Do.
110	" Kishun Orag'in	" Lakhiram	Do.
111	" Buroda Orag'in	" Surjan Orang	Do.
112	Shri Lalman Passi	Badri Passi	Windng Eng. Cleaner
113	" Bisesar Singh	Charka Singh	Moulder.
114	" Jagan Mian	Aliraza	Do.
115	" Ram Nuresh Pandit	Gajo Pandit	Latheman.
116	" Ramkishu Pandey	Lal Bachan	Overman.
117	" Kunu Mahato	Bhatan	Fitter.

Sl. No.	Name	Father's Name	Designation
118	Shri Jagdish Choudhury . . .	Raghu	Fitter
119	„ Nandlal Mahato . . .	Manik	Do.
120	„ Misri Dasadh . . .	Nandu	Handyman
121	„ Kailash Sao . . .	Bulan	Do.
122	„ Agharu Sao . . .	Bulan	Do.
123	„ Gulzar Mia . . .	Isak	Molter
124	„ S.D. Chatterjee . . .	T.P. Chatterjee	Asst Manager
125	„ Jhari Mahato . . .	Biru	Latheman
126	„ Nandlal Mahato . . .	Manik	Fitter
127	„ Sohrai Mahato . . .	Matala	Do.

List 'B'

M/s. BALIHARI COLLIERY COMPANY PVT. LTD.

BALIHARI COLLIERY

List of persons who have not received the Retirement Compensation

Sl. No.	Name	Father's Name	Designation	Amount
				R
1	Shri Sakti Pada Mondal	Isarchand	Mining Sirdar	477.57
2	„ Domai Orang . . .	Maho	Do.	672.27
3	„ Somesai Pa . . .	Lalu	Do.	102.67
4	„ Mathura Lohar . . .	Ramlal	Blacksmith	100.16
5	„ Lutta Lohar . . .	Bhatu	Do.	2038.77
6	„ Sital Mahato . . .	Lakhiram	Bailing Mazdoor	1,143.55
7	„ Makna Hari . . .	Pokhin	Bus Cleaner	1,011.72
8	„ Bidha Orang . . .	Jadu	General Mazdoor	991.70
9	„ P. D. Trivedi . . .	Dayashanker	Oil Issuer	1,562.80
10	„ Md. Sami . . .	Md. Uddin	Welder	518.26
11	„ Bidha Mahato . . .		Pump Khalasi	109.89
12	„ Renghi Mahato . . .		Bankman	1,067.74
			Total .	14,429.80

[No. 2/73/66-LRII.]

S.O. 4179.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Mahabir Colliery, Post Office Raniganj, District Burdwan and their workmen, which was received by the Central Government on the 12th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 17 OF 1968

PARTIES:

Employers in relation to the Mahabir Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee—Presiding Officer.

APPEARANCES:

On behalf of workmen—Shri Bishnu Malkhandy, Vice-President, Colliery Mazdoor Sabha.

On behalf of Employers—Shri J. R. Jain, Labour Adviser.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/76/67-LR11, dated March 23, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Mahabir Colliery and their workmen, to this tribunal, for adjudication, namely:

"Whether the management of Mahabir Colliery, Post Office Raniganj, District Burdwan, was justified in dismissing Shri Balkeshwar Rajwar, Pick-Miner, with effect from the 9th October, 1967? If not, to what relief is the workman entitled?"

2. The cause of the workman was espoused by a trade union known as Colliery Mazdoor Sabha, which filed a written statement. The employers did not file any written statement. At the hearing today, the trade union was represented by Shri Bishnu Malkhandy, Vice-President of the Union and the employers were represented by their labour adviser, Mr. J. R. Jain. The parties settled the industrial dispute, which was referred to this tribunal filed a petition of compromise incorporating the terms of settlement and prayed for an award in terms of settlement. In my opinion, the petition of compromise lawfully settles the dispute between the parties.

3. I, therefore, make an award in terms of the settlement contained in the petition of compromise. Let the petition of compromise form part of this award.

(Sd.) B. N. BANERJEE,

Presiding Officer.

Dated, October 28, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

In the matter of an Industrial Dispute

BETWEEN

M/s. Mahabir Colliery

AND

Their workmen, represented by Colliery Mazdoor Sabha, P.O. Raniganj.

AND

In the matter of Reference No. 17 of 1968.

The humble petitioners above named most respectfully Sheweth:

That the parties above named have amicably and out of court settled the issue under present adjudication on the terms hereunder.

Terms of Settlement

- (a) That the workman Shri Balkeshwar Rajwar, Pick-Miner, shall be reinstated in his former post on and from 1st November, 1968.
- (b) That Sri Rajwar shall be paid 35 percent of his wages and other emoluments for the period from 25th September, 1968 till the date of his reinstatement as per (a) above.
- (c) That the unemployment period of Sri Rajwar from 25th September, 1968 till his reinstatement will not be treated as break in service.
- (d) That the aforesaid dues as per (b) above shall be paid to Sri Rajwar on 16th November, 1968 at the office of the A.L.C. (C), Raniganj.

Both parties, therefore, pray that this Hon'ble Tribunal may be pleased to accept the above terms of compromise as fair and reasonable and pass an award in terms thereof.

And for this act of kindness, the parties as in duty bound, shall ever pray.

(for Workmen)

(for Employers)

(Sd.) ROBIN CHATTERJEE, Vice-President

(Sd.) B. N. BHUWALKA.

(Sd.) B. MALKHANDY, Vice-President.

(Sd.) J. R. JAIN, Advocate.

Dated, 28th October, 1968.

[No. 6/76/68-LR11.]

S.O. 4180.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Sripur 1, 2, 3 Pits Colliery, Post Office Kalipahari, District Burdwan (West Bengal), and their workmen, which was received by the Central Government on the 4th November, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 3 OF 1968

PARTIES:

Employers in relation to the Sripur 1, 2, 3 Pits Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri D. Basu Thakur, Advocate.

On behalf of Workmen—Shri J. Pandey, Vice-President, Indian National Mines Overman, Sardar and Shotfirers Association.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/79/67-LRII, dated January 6, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Sripur 1, 2, 3 Pits Colliery and their workmen, to this tribunal, for adjudication, namely:

“Whether the action of the management of Sripur 1, 2, 3 Pits Colliery of M/s. Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan (West Bengal), in dismissing Shri Bindoo Singh, Mining Sirdar, from service with effect from the 1st September, 1967, was justified? If not, to what relief is the workman entitled?”

2. The conduct of the workman, in this reference, has been somewhat unusual. The industrial dispute between the workman and the employers in relation to Sripur 1, 2, 3 Pits Colliery was raised by a trade union known by the name of Colliery Mazdoor Congress (HMS). After the reference had been made to this tribunal, Bindoo Singh, the workman concerned, filed an application before this tribunal, on February 23, 1968, disowning the trade union on the ground of loss of confidence in the union. Thereafter, he filed a written statement in his personal capacity. At the hearing of the reference, fixed on October 7, 1968, the workman was represented by an Advocate of the name of Mr. Satyen Banerjee. Over a negotiation for settlement of the dispute, the workman fell out with his own lawyer and disowned him. Thereupon, Mr. Satyen Banerjee retired from the case and I was compelled to adjourn the hearing. The cause of the workman was thereafter taken up by another trade union of the name of Indian National Mines Overman, Sardar and Shotfirers Association and Mr. Pandey, the Vice-President of the Association, appeared, on October 22, 1968, to represent the workman. Mr. Basu Thakur, learned Advocate who appeared for the employer company, disputed the locus standi of Mr. Pandey to represent the workman and also disputed that the workman was a member of Indian National Mines Overman, Sardar and Shotfirers Association. It appears from a letter filed by the Association, dated May 2, 1968, that the workman concerned is a “bonafide member” of the association. Mr. Basu Thakur submitted that the letter was no evidence of the membership of the workman in the Association. Assuming that this is so, even then there is no dispute that the Association is connected with the coal mining industry and even if the workman concerned is not a member of the Association, he may, under the provisions of Section 36(1)(c) of the Industrial Disputes Act, be represented by an office-bearer of the Indian National Mines, Overman, Sardar and Shotfirers Association. I, therefore, permitted Mr. Pandey to represent the workman.

3. There is no dispute that the workman concerned was originally employed at Rana colliery and thereafter was transferred to Sripur colliery. Both the collieries are the properties of Lodna Colliery Company (1920) Limited. In the written statement filed on behalf of the employer company, it was stated:

“*** Parent card was allotted to Rana Colliery Co-operative Stores Ltd., and as such rations were drawn from there. All transferees from Rana to Sripur used to draw rations like this. Rana and Sripur are situated side by side, contiguous. The transferee is to change his ration card and according to his convenience.

The workman did not send any man to collect his rations. 10th August, 1967 was a monthly catering day. The workman himself was a monthly catering staff. The co-operative gets closed before 12 noon. It was so closed. The workman Bindoo Singh came after 12 noon, with 4 ration cards one belonging to him and other belonging to one Kamta Singh, trammer. Regarding rest two ration cards, he could not explain identity. While Sri A. K. Banerjee, Labour Welfare Officer, was busy in drafting a letter to the Central Co-operative Stores, Bindoo Singh workman came. He charged A. K. Banerjee why the co-operative has been closed. The Co-operative usually gets closed before 12 noon for the first half. The workman ought to have come earlier.

Sree Ram Ranjan Chandra, Clerk, Kashinath Tewary, Labour Supervisor, Samdeo Das, Trammer, Kartick Chatterjee, Co-operative Manager and others were present when the situation was explained by A. K. Banerjee to Bindoo Singh. Considering matters Bindoo Singh was taken to the co-operative stores. Kartick Chatterjee, Co-operative Manager followed. A. K. Banerjee instructed Kartick Chatterjee to open the co-operative and to issue ration to Bindoo Singh. Kartick Chatterjee opened the counter and Bindoo Singh presented 4 ration cards, only one belonging to him. Four ration cards were checked, one in the name of Bindoo Singh, one in the name of Kamta, trammer—known. Regarding other two Bindoo Singh could not disclose their identity and as such these two ration cards were seized and Bindoo Singh was requested not to present such ration cards, the identity of the holders he could not explain. He demanded the return of these two ration cards and he was told to bring the holders of these ration cards to satisfy the identity before they could be returned, they were subsequently made over to the Police. At this the workman got furious and started saying, “Madar Chot, Bahin Chot, Chutiya, Ham Tomara Jiwan Kharap Kar Dega” at A. K. Banerjee, Kartick, Ramtahal, Kashinath Samdeo and others knew about the incident. The workman Bindoo Singh was so furious that he assaulted A. K. Banerjee and A. K. Banerjee sustained bleeding injuries on his nose and he was medically examined. While A. K. Banerjee attempted to fly away to escape from further assault, Bindoo Singh caught hold of his shirt to assault further, when persons present rescued A. K. Banerjee.”

For the misconduct, as stated in the written statement, the workman concerned was served with a chargesheet (Ext. 1) reading:

“On 10th August, 1967 at 12 Mid-day you violently attacked Sri A. K. Banerjee, L.W.O., at Rana Colliery and abused him with slang languages.

Witnesses:

Sri Ram Ranjan Chandra—Clerk.

Sri Kartick Chatterjee, Co-operative Manager.

Sri Samdeo Das, Trammer.

Sri Kashinath Tewari.

Sri Ramtahal Sharma, L/Dept. Clerk.

Suspended Pending Enquiry

You are hereby charged U/Section 27(1) & (5) of the Standing Orders for the Coal Mining Industry.”

Section 27(1) and (5) of the Standing Order, referred to in the chargesheet, read :

“27(1) Wilful insubordination or disobedience, whether alone or in combination with another or others, of any lawful or reasonable order of a superior.

(5) Drunkenness, fighting, riotous or disorderly or indecent behaviour.”

The workman submitted a short reply (Ext. 2) to the charge reading :

"1. That the allegation made in the chargesheet is quite false on concoction.

2. That the management for the reasons best known to him tried off and on to put me in trouble with false allegation and has completely failed to prove the same and this one is also a case of concoction with and false one.

Under the circumstances, I hope you will please to withdraw the false chargesheet forthwith and allow resume my duty."

4. Before I proceed further, it is necessary for me to set out at this stage the stand taken by the workman in the written statement. In paragraphs 1 to 6 of the written statement, it is alleged that the employer company developed a dislike for the concerned workman for his trade union activities and tried to harass him in various ways for a long time. In paragraph 7 of the written statement it is stated that although the workman had been transferred to Stripur colliery no arrangement was made for supply of his ration from the said colliery and as such he had to collect his ration from Rana colliery. In paragraph 8 of the written statement it was alleged that A. K. Banerjee, the Labour Welfare Officer of Rana Colliery was unfriendly towards the workman. It is further stated in the said paragraph:

"On 10th August, 1967 at 12 Mid-day when the workman sent his man for collecting the rations Sri A. K. Banerjee who was present at the Ration shop stopped supply of Rations to his man and insisted that the employee concerned will have to come personally for collecting the rations."

In paragraph 9, 10 and 11, the reason for issuing a chargesheet against him, is alleged by the workman was:—

"9. The workman had his night duty at that time and he was sleeping in his house but when his man reported this decision he naturally went to the said L.W.O. for explaining his difficulties in complying with the said order.

10. Sri A. K. Banerjee did not extend any courtesy to the workman when he sought to explain his difficulties in the matter of complying with his directions and he turned him out of the Ration store premises and abused him in ill-temperate and filthy languages.

11. The workman protested against this and threatened that the matter would be referred to the union and in order to defend him Sri A. K. Banerjee made false complaints to the C.P.O. his immediate boss and this brought a c.s. against the workman on the same day issued by the C.P.O."

In paragraphs 12 and 13 of the written statement, the stand taken by the workman was that (i) the misconduct alleged did not fall within the mischief of the standing order and the Chief Personnel Officer had no authority to initiate the disciplinary action against the workman; (ii) the enquiry was not conducted in accordance with the principles of natural justice and findings at the enquiry should not be treated as conclusive.

5. On behalf of the employers company, two witnesses were examined, namely (1) K. Rahman, one of the members of the Enquiry Committee and (2) Anil Kr. Banerjee, the Labour Welfare Officer, who was alleged by the employer company to have been the object of abuse and assault by the workman. In his evidence, A. K. Banerjee repeated the case pleaded by the employer company against the workman concerned, in the written statement; and he did so with great exactitude. The several witnesses examined at the domestic enquiry also testified to the charge of misconduct against the workman. Thus, the finding by the enquiring officer that the workman was guilty of the charge of misconduct, levelled against him, is based on evidence and cannot be characterised as perverse. The workman himself sent his reply to the Chief Personnel Officer by registered post. The reply, as I have set out above, contains a denial of the charge. Nevertheless, the enquiry committee came to their finding, adverse to the workman, on consideration of the materials before them and I cannot interfere with such findings of the committee, unless the rules of natural justice have been violated. I do not sit in appeal over the domestic tribunal of the company and am not in a position to substitute my own finding, on a re-appraisal of the evidence, in place of the findings arrived at by the domestic tribunal.

6. It is not the case of the workman concerned that there was no enquiry held at all. The grievances against the enquiry are two. Firstly, witnesses were not examined in presence of the workman and secondly, the workman was not allowed to examine his own witnesses, namely Ram Jatan and Kamta Singh. On the point whether the witnesses

were examined in the presence of the workman concerned, K. Rahman, one of the members of the enquiry committee, stated in his evidence:

"Bindoo Singh was all along present when the witnesses were being examined. The statements were explained in Hindi for the benefit of the witnesses who did not know English and also for the benefit of the delinquent, Bindoo Singh. Bindoo Singh was asked to cross-examine the witnesses. He did not, however, cross-examine any of the witness. After the examination of witnesses on behalf of the employer company was over, Bindoo Singh was asked whether he would examine any witness in his defence. He declined and made the endorsement in Hindi at the bottom of the page in which his statement was recorded. Bindoo Singh declined to put his signature on the deposition sheets in token of his presence."

He was cross-examined and stated in his cross-examination as follows:—

"Bindoo was invited to cross-examine A. K. Banerjee. It is not recorded, however, that he declined cross-examination. The same is the case with the statements of all the witnesses. (Shown statement of Bindoo Singh, part of Ext. 5). This paper was written in the presence of Bindoo Singh and he put his signature thereon. He also wrote in Hindi, on the page, by his own hand thereafter. It is true that the statement was not explained in Hindi to him. About presence of Bindoo Singh at the enquiry there is no other record. It is untrue that Bindoo Singh brought his own witnesses, whose statements were not recorded."

That Bindoo Singh was present at the enquiry is also borne out by witness A. K. Banerjee, the Labour Welfare Officer. As against all this, there is the statement of the workman himself that he was not allowed to cross-examine witnesses nor to examine his own witnesses. It is somewhat strange that although Bindoo Singh recorded a statement on the deposition sheet in his own hand-writing, he did not therein note that he was denied the opportunity to cross-examine witnesses and to examine his own witnesses. He no doubt said that he complained about the conduct of the enquiry committee to the trade union. Nobody was examined from the trade union to support his version. Witness Ram Jatan no doubt partly supported the workman and stated that he went to give evidence at the enquiry but was not allowed to do so. He, however, made the following statement in his cross-examination:—

"Bindu Singh informed me that the enquiring officer would not record my statement. Thereafter I went away to my duty."

Thus, the allegation that he was not allowed to give evidence is based on what he heard from Bindoo Singh. This statement, however, is not borne out by Bindoo Singh himself. He does not state in his evidence that he was told by the enquiry committee that he would not be allowed to examine witness and thereafter he informed his witness to that effect. In these circumstances, I am unwilling to place any reliance on the version of the workman and on his evidence or evidence of Ram Jatan in his favour.

7. The other objections against the domestic enquiry, which were taken in the written statement, were not pressed before this tribunal.

8. Now, the position is that the finding of misconduct, by the enquiry committee, supported by evidence is not perverse or baseless. The defects in the enquiry proceedings as alleged, have not been established.

9. In the result, I hold that the action of the management of Sripur 1, 2, 3 Pits colliery of Messrs Lodna Colliery Company (1920) Limited in dismissing Bindoo Singh, Mining Sirdar, from service with effect from 1st September, 1967 is justified and the workman is not entitled to any relief before this tribunal.

I make an award accordingly.

B. N. BANERJEE, Presiding Officer.

New Delhi, the 29th October 1968

[No. 6/79/67-LRII.]

HANS RAJ CHHABRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 13th November 1968

S.O. 4181.—Whereas the Central Government is satisfied that the employees of the National Instruments Limited, Calcutta are in receipt of benefits similar to those provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the said factory from all the provisions of the said Act for a period of one year, from the date of issue of this notification.

[No. F. 6/25/66-HI.]

S.O. 4182.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Labour and Employment No. 13(33)/63-HI dated the 20th December, 1963, namely :—

In the said notification, for item 21, the following items shall be substituted, namely :—

"21 Pudussery West 21B Pudussery East;"

21A Pudussery Central

[No. F. 13(21)/68-HI.]

S.O. 4183.—In exercise of the powers conferred by clause (a) of section 19 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby directs that the powers exercisable by it under section 8 of the said Act to recover as an arrear of land revenue any amount due from an employer in relation to an establishment in respect of which it is the appropriate Government shall also be exercisable by the District Collectors in the State of West Bengal within their respective jurisdictions.

[No. 11(26)61-PF.II.]

S.O. 4184.—In exercise of the powers conferred by the first Proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that in its application to Messrs. Hindustan Chemical Industries, 40/1, Swarnamoyee Road, Shalimar, Howrah-3, West Bengal with effect from the 30th June, 1968, the said section 6 of the said Act shall be subject to the modification that for the words "six and a quarter per cent", the words "eight per cent" were substituted.

[No. 8/144/68/PF.II.]

S.O. 4185.—Whereas it appears to the Central Government that the employer and the majority of employees in relation to the establishment known as Messrs. Hindustan Chemical Industries, 40/1, Swarnamoyee Road, Shalimar, Howrah-3, West Bengal have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1968.

[No. 8/144/68-PF.II.]

S.O. 4186.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that in its application to the Mysore Cement Employees' Consumers Cooperative Society Limited, Ammasundra Tumkul District, Mysore State with effect from the 30th June 1968, section 6 of the said Act shall be subject to the modification that for the words "six and a quarter per cent", the words "eight per cent" were substituted.

[No. 8/146/68-PF.II.]

S.O. 4187.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as the Mysore Cement Employees' Consumers Cooperative Society Limited, Ammasundra, Tumkul District, Mysore State have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1968.

[No. 8/146/68-PF.II.]

S.O. 4188.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as the Guardian Chit Funds (Private) Limited, 30, General Patters Road, Madras-2, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of March, 1968.

[No. 8/145/68-PF.II.]

S.O. 4189.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Ajit Brothers, Plot No. 7, 1st Floor, Prabhat Nagar, Jogeshwari Estate, Jogeshwari West, Bombay-60 including branches at Vithaldas Road Bombay and at Ganga Girha, 1st Floor, Sir Vithaldas Nagar, North Avneue, Santa Cruz, Bombay-54 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of May, 1968.

[No. 8/115/68-PI.II.]

New Delhi, the 14th November 1968

S.O. 4190.—In pursuance of clause (c) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints the President of the Bengal Chamber of Commerce and Industry as a member of the Regional Committee for the State of West Bengal and makes the following further amendment in the notification of the Government of India in the late Ministry of Labour No. S.R.O. 1278 dated the 20th June, 1953, namely :—

In the said notification in the entry against serial number (5), for the word "Vice-President", the word "President" shall be substituted.

[No. 12(6)64-PF-II.]

S.O. 4191.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as the Masina Hospital Victoria Road, Bombay-27, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1968.

[No. 3/114/68-PF.II.]

S.O. 4192.—In pursuance of clause (a) of sub-section (3) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1741 dated the 8th May, 1968, the Central Government hereby directs that the employers in relation to establishments that have been granted exemption under sub-section (1) of section 17 thereof, shall submit a monthly return to the Regional Provident Fund Commissioner by the twenty-fifth of the month following that to which it relates, in the *proforma* set out in the Schedule hereto annexed.

THE SCHEDULE

Monthly return to be made by establishments exempted under section 17(1) of the Employees' Provident Funds Act, 1952, for the month of.....

Name of Establishments

Code Nos.

Section under which exemption granted 17(1)(a)/17(1) (b).

I. *Subscribers*

- (i) No. of subscribers on the last date of the previous month
- (ii) No. of subscribers enrolled during the month.
- (iii) No of subscribers who have ceased to pay contributions during the month on account of cessation of employment
- (iv) No. of subscribers on the last day of the month
- (v) Total No. of employees in the establishments on the last date of month

2. *Initial accumulations*

- (i) *Accumulations prior to the commencement of the Act:*
 - (a) Total net accumulations prior to the commencement of the Act
 - (b) Amount invested out of (a)
 - (c) Balance remaining uninvested as on the date of applicability
 - (d) Amount transferred in securities and cash to the Board of Trustees and the date of transfer
Rs.
Date
 - (e) Balance (a—d)
- (ii) *Contributions from the date of application of the Act to the preceding month :—*
 - (a) Employers' contributions
 - (b) Employees' contributions
 - (c) Total
 - (d) Amount transferred to the Board of Trustees and the date of transfer Rs. date.....
 - (e) Balance (c-d)

NOTE.— Item 2 is required to be filled in when the return is made for the first time.

3. *Wages and Current Contributions:*

Wages

- (i) Total amount of gross wages liable to Provident Fund Contributions (basic wages, dearness allowance, retaining allowance, if any, and cash value of Food concessions admissible thereon)
- (ii) *Current contributions (during the month).*
 - (a) Employer's share Rs.
 - (b) Employee's share Rs.
 - (c) Total due Rs.
 - (d) Amount of contributions transferred to the Board of Trustees and the date of transfer Rs.
Date
 - (e) Balance
 - (f) Total balance indicating total arrears of provident fund dues transferrable to the Board
Rs.

[(2(i)(e)+2(ii)(e)+3(ii)(e))] Rs.

4. Other Income during the month

- (i) Interest on investments
- (ii) Repayment of loans
- (iii) Other income (By transfer from other funds etc).
- (iv) Total of (i), (ii) and (iii)

5. Payments

- (i) Claims
- (ii) Loans and advances
- (iii) Other payments
- (iv) Total of (i), (ii) and (iii)

6. Amount available for investment.

- (i) Uninvested amount brought forward from the preceding month
- (ii) Amount specified against item 3(ii)(c)
- (iii) Amount specified against item 4(iv)
- (iv) Total of (i), (ii) & (iii)
- (v) Less amount specified against item 5(iv)
- (vi) Net amount available for investment (iv-v)
- (vii) Amount invested during the month and date of investment. Rs.
Date
- (viii) Amount lying uninvested at the end of the month (vi-vii)

7. Investments during the month.

- (a) Central Govt. securities Rs.
- (b) Savings or other certificates issued by the Central Govt. Rs.
- (c) State Govt. securities Rs.
- (d) Other securities guaranteed by the Central or the State Govt. Rs.
- TOTAL (a+b+c+d) Rs.

NOTE.—The aggregate of (a), (b), (c) and (d) should tally with the amount specified against item 6(vii).

8. Inspection charges.

- (i) Past dues, if any Rs.
- (ii) Dues for the month
- (iii) Amount paid and the date of payment
- (iv) Balance to be paid

Date.....

Signature of employer
(with official seal)

[No. 11/5/67-PF.II.]

New Delhi, the 15th November 1968

S.O. 4193.—In pursuance of clause (b) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints the Deputy Secretary (Ex.-III) to the Government of Rajasthan, Finance Department, as a member of the Regional Committee for the State of Rajasthan, and makes the following amendment in the notification of the Government of India in the Ministry of Labour,

Employment and Rehabilitation (Department of Labour and Employment), No. S.O. 3140 dated the 29th August, 1967, namely:—

In the said notification, against serial number 3, for the existing entry, the following entry shall be substituted, namely:—

"The Deputy Secretary (Exp. III) to the Government of Rajasthan, Finance Department, Jaipur."

[No. 12(8)/67-PF-II.]

S.O. 4194.—In pursuance of clause (d) of sub-section (1) of section 3A of the Coal Mines Provident Fund and Bonus Schemes Act, 1948 (46 of 1948), read with sub-paragraph (1) of paragraph 9 of the Coal Mines Provident Fund Scheme, the Central Government hereby appoints the Commissioner of Labour, Madhya Pradesh, as a member of the Board of Trustees, vice Shri S. B. Lal, and makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2451 dated the 17th July, 1967, namely:—

In the said notification, for the existing entry against serial number 3, the following entry shall be substituted, namely:—

"The Commissioner of Labour, Madhya Pradesh, Indore."

[No. 4(5)/67-PF-I.]

S O 4195.—In exercise of the powers conferred by section 7A of the Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts, for a further period of one year upto and inclusive of the 30th September, 1969, every factory—

(a) which is engaged :—

(i) exclusively in one or more of the manufacturing processes specified in column 1 of the Table annexed hereto any other manufacturing process which is incidental to or connected with any of the aforesaid processes, and

(ii) partly in one or more of the manufacturing processes aforesaid and partly in one or more of the manufacturing processes specified in the definition of seasonal factory in clause (12) of section 2 of the said Act, and

(b) which is situated in any area specified in the corresponding entry in column 2 of the said Table subject to the condition, if any specified in the corresponding entry in column 3 of the said Table from the payment of the employers' special contribution leviable under Chapter V-A of the said Act.

TABLE

Name of the manufacturing process	Area where situated	Conditions
1	2	3
1. Redrying manufactured leaf tobacco.	Whole of India except the State of Jammu and Kashmir.	
2. Rice Milling	Whole of India except the State of Jammu and Kashmir	
3. Cold Storage (with manufacture of Ice)	Whole of India except the State of Jammu and Kashmir.	
4. Salt Manufacture	Do.	
5. Oil Mills	Do.	Provided that the process of oil milling is subsidiary to any other manufacturing process which is seasonal and so long as the number of employees engaged in oil milling is less than fifty.
6. Ice Manufacture	The States of Andhra Pradesh, Bihar, Haryana, Madhya Pradesh, Punjab, Rajasthan, and Uttar Pradesh and the Union Territories of Delhi, Himachal Pradesh and Chandigarh.	

[No. F. 6(81)/68-HI]

DALJIT SINGH, Under Secy

(Department of Labour and Employment)*New Delhi, the 14th November 1968*

S.O. 4196.—In exercise of the powers conferred by section 14 of the Maternity Benefit Act, 1961 (53 of 1961), and in supersession of the notification of the Government of India, in the late Ministry of Labour and Employment, No. S.O. 3087, dated the 19th October, 1963, the Central Government hereby appoints the Officers of the Directorate-General of Mines Safety specified in column (2) of the Table below as Inspectors for mines, other than coal mines, in respect of the areas specified in the corresponding entry in column (3) thereof, namely:

TABLE

S. No.	Designation	Jurisdiction
1	2	3
1	Director-General of Mines Safety	Whole of India.
2	Deputy Director-General of Mines Safety	Whole of India.
3	Director of Mines Safety posted at the Headquarters	Whole of India.
4	Joint Director of Mines Safety posted at the Headquarters	Whole of India.
5	Deputy Director of Mines Safety posted at the Headquarters	Whole of India.
6	Deputy Director of Mines Safety (I.H.)	Whole of India.
7	Assistant Director of Mines Safety (I.H.)	Whole of India.
8	Directors of Mines Safety posted in the Zones.	Their respective jurisdictions.
9	Joint Directors of Mines Safety posted in Regions/Zones.	Their respective jurisdictions.
10	Deputy Directors of Mines Safety posted in the Regions/Zones	Their respective jurisdictions.
11	Assistant Directors of Mines Safety posted in the Regions/Zones	Their respective jurisdictions.

[No. 84(3)/68-Fac.II.]

J. D. TEWARI, Under Secy.

(Department of Rehabilitation)**(Office of the Chief Settlement Commissioner)***New Delhi, the 12th November 1968*

S.O. 4197.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, (No. 44 of 1954) the Central Government hereby appoints Shri G. P. Jaggi as Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act

[No. 6(8)AGZ/68]

A. G. VASWANI, Settlement Com. (A) &
Ex-Officio Under Secy.